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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

ON WEDNESDAY last Mr. Justice WRIGHT stated, for the information of liquidators in cases in which voluntary liquidations have been continued under the supervision of the court, that steps are being taken to require them to make reports of what had been done. The learned judge added that there have been something like 143 supervision orders since the Winding-up Registry was established down to the end of 1897. In the majority of these cases the supervision order had produced no results whatever. He was going to call upon each of the liquidators in these companies to appear in succession before him and make a report on affidavit of the state of the liquidation and the funds in his hands. This statement was made in order that liquidators in those cases might be prepared to furnish the required information when called upon.

A FEW WEEKS ago we ventured to foretell that trouble would be caused by the provisions in the Criminal Evidence Act allowing a prisoner, who has given evidence, to be cross-examined as to his character and previous convictions whenever "the nature or conduct of the defence is such as to involve imputations on the character of the prosecutor or the witnesses for the prosecution." We have received from a correspondent particulars of an appeal to quarter sessions from a conviction by justices, in which a case has been stated raising a question as to the meaning of these words. The conviction was for being drunk while in charge of a horse and cart, and the principal evidence for the prosecution was that of two policemen. Counsel for the appellant made no imputation on the character of the policemen other than a suggestion that they were biassed against the appellant by reason of something which had occurred previously. In cross-examination, however, the accused person stated that the whole of the evidence of the constables was false, and false to their knowledge, and that they had deliberately brought a false charge against him out of malice. Counsel for the prosecution upon this claimed that he

had the right to cross-examine as to previous convictions, and his claim was allowed by the court, in spite of the contention of counsel for the appellant, first that "nature or conduct of the defence" means the line of defence adopted by counsel, and secondly that "imputations" must mean something more than a charge of perjury made in cross-examination by a prisoner who gives a direct denial to the evidence given against him. The appellant was convicted, subject to a case stated for the opinion of the Queen's Bench Division, as to the right under the Act of counsel to cross-examine as to the previous convictions of the appellant. We do not presume to say that the questions arising on the case are by any means obvious or easy, though we have our own opinion upon them. The decision of the High Court in the case will be of the greatest importance; and it is only to be regretted that so important a matter should not be brought before five judges forming a Court for Crown Cases Reserved, rather than before two forming a Divisional Court.

It is satisfactory to find that the Lord Chief Justice, in his address to the new Lord Mayor on Wednesday, recognized the need of the appointment of additional judges. What he asks for is one additional judge of the Queen's Bench Division and one additional judge at least of the Chancery Division. The state of the Chancery Division is, indeed, becoming a source of grave inconvenience. All the efforts at improvement of recent years have been devoted to the common law side of the High Court, and a marked change for the better is there apparent. The change, indeed, was effected none too soon. The Queen's Bench cause lists were threatened, if not with extinction, at least with serious diminution, and the situation has been saved by bringing business methods and common sense to bear upon litigation. Lord Russell does not assume that the process is yet complete, and he indicates the chief difficulties—notably the demands of circuit work—which still militate against the satisfactory disposal of the cause lists. The further improvement that is required will be assisted by the new judge for whom Lord Russell asks. There is already, however, sufficient reason for congratulation on the common law side to accentuate the vast difference which is apparent in passing to the Chancery Division. Here no one suggests that there has been any acceleration in the hearing of causes, save by the arrangements as to witness actions made by the judges themselves. But these arrangements involve delay in other matters. For years past the needs of the division have been perfectly well known and have been consistently ignored. It is only when the Lord Chief Justice, complacently recounting to the city magnates the glories of the Queen's Bench Division and of the Commercial Court, turns aside to look with pity on the sister division, that attention is called to the subject. It should not, however, be too much to hope that the matter will not be allowed to rest here. Lord Russell is not responsible for the Chancery Division, but his opinion, supported as it is by the well-known facts of the case, cannot be altogether neglected. There should be an appointment of an additional judge without delay.

In the case of *Reg.* v. *Gardner*, the Court for Crown Cases Reserved, last Saturday, finally disposed of the somewhat absurd contention that the Criminal Evidence Act takes away from prosecuting counsel the right, given to them by Denman's Act, of addressing the jury a second time where a prisoner is defended and no witnesses are called for the defence other than the prisoner himself. The court, at the same time, disposed of the equally unreasonable contention, that even if prosecuting counsel has the right under such circumstances to make a second speech, he must not comment upon the evidence just given by the prisoner, but must confine his remarks strictly to the evidence of the witnesses for the prosecution. The judges did not desire to hear any argument in opposition to either of these propositions, which is hardly surprising. We have recently dealt with the first point, and, as to the second point, it is almost sufficient to state the position in which counsel would find himself in attempting to address a jury under the suggested restrictions. The jury have just heard one story from the witnesses for the prosecution, and presumably another, and an irreconcilable one, from the prisoner; nevertheless, counsel would have to address them, with the view of assisting them to arrive at a just verdict, as if they had heard the first story only. In the words of the Lord Chief Justice, the contention is "not good sense." The practice, therefore, under sections 2 and 3 of the Act may now be considered as settled. Where a prisoner himself is the only witness for the defence and is represented by counsel, he must give his evidence immediately after the close of the evidence for the prosecution. Then the prosecuting counsel has a right to address the jury for the purpose of summing up the whole case and commenting upon the evidence of the accused person. Then the prisoner's counsel may address the jury in reply. Where no evidence is called for the defence, and also where any witness other than the accused person is called, the practice existing heretofore is not changed in any way by the Act. It is interesting to contrast with the arguments in this case the opinions which have been given by several of the judges, that sections 2 and 3 were inserted in the Act in order that the prisoner's counsel should not explain in an opening speech what the prisoner ought to say in evidence, and also in order that the prosecuting counsel should have an opportunity of commenting on that evidence, while reserving to the prisoner the right of "reply," which, as Lord Russell says, means "the last word."

The altered rule as to the joinder of plaintiffs in an action (R. S. C., ord. 16, r. 1) was the subject of decisions in two cases in the Chancery Division last week. The rule enables to be joined in one action as plaintiffs persons "in whom any right to relief in respect of, or arising out of, the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, where, if such persons brought separate actions, any common question of law or fact would arise." In *The Universities of Oxford and Cambridge* v. *George Gill & Sons*, before Stirling, J., the universities sought relief against the sale by the defendants of publications in such a form as to be calculated to induce the belief that they were the publications of the universities and emanated from the university presses. The transaction upon which the claim for relief was founded was the same in the case of both plaintiffs—viz., the alleged wrongful publication: that publication was also a question of fact common to both claims, and the same was true of the belief alleged to be induced by the manner of publication. These circumstances brought the case within the rule, and the learned judge so held. The distinction between such a case and *Stroud* v. *Lawson* (1898, 2 Q. B. 44) is clearly marked. In *Stroud* v. *Lawson* the plaintiff claimed first on his own behalf in respect of an alleged fraud by the directors of a company by which he was induced to purchase shares, and secondly on behalf of himself and all other shareholders in the company in respect of an illegal payment of dividend. The case, therefore, stood on the same footing as if there were two separate plaintiffs, for the plaintiff sued in two separate capacities, and the causes of action did not arise out of the same transaction, the fraud as to the purchase of shares and the illegal payment of dividend being distinct. The case of *Drincbrier* v. *Wood* before Byrne, J., last week, does not so clearly fall within the rule as the universities case. The claim here was by four persons who had separately applied for, and been allotted, debentures in a company on the faith of alleged false statements by the defendant directors; if the case had stopped there, there would have been no ground for joining the plaintiffs in one action, for their claims would have been distinct and would have arisen out of separate transactions. But the statements complained of were all made in the same prospectus; the issue of the prospectus was the transaction which gave rise to all the claims, and the responsibility of the defendants for its issue was a question which would have to be gone into in each case if the claims had been made in separate actions. Each plaintiff would, no doubt, have to prove which statement induced him personally to purchase the debentures, and, further, that that particular

statement was false; but the circumstances already alluded to seem just sufficient to bring the case within the rule, and BYRNE, J., though with some hesitation, took this view.

IN COMMENTING, some months ago, upon the prosecution of an attendant for selling intoxicating liquor in the House of Commons without a licence, we expressed dissatisfaction, from a legal point of view, with the grounds upon which the magistrate dismissed the summons. These grounds, as urged upon the magistrate last June and again upon the High Court last week, may be shortly stated as amounting to the contention that the Houses of Parliament must be exempt from the provisions of the Licensing Acts, because of the gross absurdities that would follow from any other view of the law. This, however, is hardly sound reasoning, and sets up a somewhat new rule of construction. There is, in the Licensing Act, 1872, a perfectly plain statutory provision, "no person shall sell" intoxicating liquor unless duly licensed. Following this are provisions allowing exceptions from the operation of the Act. Thus the Act does not touch certain privileges enjoyed by the universities, or the selling of liquor in theatres or canteens. There is not, however, a word that can be construed into an express exception in favour of the Houses of Parliament. It is not surprising, therefore, that the High Court judges were dissatisfied with the *reductio ad absurdum* argument. If absurd results follow from the construction of an Act of Parliament by the ordinary rules, that is the fault of the Legislature, not of the judges, and if it was intended that liquor should be sold to all comers inside the House, the Act should have so provided. It might well be argued that the absurdities do not follow from the Act, but from a breach of the law. There is no *necessity* for members of the public who visit the House on business or pleasure to consume intoxicating liquor on the premises; they can get the refreshment they require outside. On a fair construction of the Act by ordinary rules, the selling of liquor in the House is forbidden. Hence the House of Commons, or the Kitchen Committee, habitually break the law, and the only absurdities follow from the difficulty of punishing them owing to their peculiar position. Nevertheless, the High Court was able to dismiss the appeal against the decision of the magistrate on other grounds. These were that the defendant did not himself sell the liquor in question, but was merely the servant of those who really sold, and that if an offence was in fact committed, he could not, under the circumstances, be considered as in any way abetting the offence, as he could not be said to have a guilty mind. This decision makes the case of practical importance as a future precedent. It seems to establish that the servant of an unlicensed person who sells liquor by his master's instructions without knowing that his master is an unlicensed person, is not liable to conviction under the Act. In other words, it establishes that "sell" in the Act means "make a contract of sale," not "perform the manual act of selling." The court has therefore refused to add to the exceptions already established to the *mens rea* doctrine. If, however, a servant sells liquor for an unlicensed master knowing that he is infringing the law, he can without doubt be convicted under section 5 of Jervis's Act (No. 2) for aiding and abetting in the commission of an offence punishable on summary conviction. This decision should be compared with that in *Hotchin* v. *Hindmarsh* (39 W. R. 607; 1891, 2 Q. B. 181). In that case a servant had been convicted under section 6 of the Food and Drugs Act, 1875, which provides that "no person shall sell" an article of food not of the nature demanded. Here the court held that a person who performs the physical act of selling is a person who sells within this section.

IT IS DIFFICULT to see how the case of *Neale* v. *Neale*, in the Court of Appeal on the 4th inst., could have been otherwise decided, although the decision undoubtedly did violence to the intentions of the parties who entered into the settlement which was the subject of the adjudication. This settlement was made by a widow who intended to go through the form of marriage with her deceased husband's brother, and by it she conveyed the property the subject of this action to trustees on trust for herself and her heirs "until the solemnization of the said intended marriage," and afterwards upon trusts for herself for life, with remainder to certain named persons. The marriage ceremony was gone through, and the lady subsequently died intestate; the action was brought to determine the question whether the property devolved on her heir or on the remaindermen under the settlement. There can, of course, be no doubt that, in referring to "the said intended marriage," the settlor meant to denote the illegal union with her deceased husband's brother, although it must have been known to her that this would not be a marriage. VAUGHAN WILLIAMS, L.J., before whom the case was tried, construed the settlement according to the intention and decided in favour of the remaindermen; this decision was given on circuit, when perhaps the authorities on the point were not easily available. The Court of Appeal have applied the ordinary rule of construction to a case where the language is free from ambiguity: according to the plain meaning of the words the right of the settlor and her heirs could only be defeated by the solemnization of a marriage, and no such event occurred. Such a decision needs no authority; but were authority needed it is abundant. In *Chapman* v. *Bradley* (4 D. G. J. & S. 71) a settlement in precisely similar terms was made by a man who contemplated marriage with his deceased wife's niece, and the Lords Justices held that the trust in favour of the settlor until solemnization of the marriage remained in force, notwithstanding the subsequent so-called marriage ceremony. *Pawson* v. *Brown* (13 Ch. D. 202) was a like decision on a settlement made before marriage with a deceased wife's sister. *Ayerst* v. *Jenkins* (L. R. 16 Eq. 275) is not an authority to the contrary. In that case a widower, before going through the form of marriage with his deceased wife's sister, transferred certain shares to trustees, and executed a deed by which he declared the trusts of the shares for the lady in question for life, and after her death as she should appoint. Many years after the settlor's death, and after the lady had married another husband, the settlor's executors attempted to set aside the settlement. It is obvious that the question of construction which arose in *Neale* v. *Neale* and the other cases referred to could not have arisen: the action was based upon the alleged illegal consideration for the settlement, and it failed for the reason (amongst others) that the property in question was actually transferred to the trustees of the settlement, so that there was a completed voluntary gift, and the executors of the settlor had no equity to support their claim.

THE LORD Chief Justice touched upon a matter of immediate interest when he gave his opinion of the evils incident to the present working of the company laws. Shortly, his criticism may be summed up in the statements that businesses when sold to the public are over-capitalized, that directors go to allotment on an insufficient subscription, and that, too frequently, they are under the influence of the promoter. The enormous profits which the promoter is able to make are, indeed, at the root of the matter. These profits depend altogether upon the company being started. Probably, if the subscription is not large, he will have to be content to take the greater part of his profit in shares, but there will be enough cash to afford him more than adequate remuneration; and the company, as Lord RUSSELL points out, if it makes some sort of a start, can proceed to supplement the share subscription by the issue of debentures. Promoters doubtless have their proper function now that the formation of companies has become so universal, but the profit which they make is out of all proportion to the services which they render to the shareholders. We shall go far to remedy the present evils if promoters are bound to submit their position fully to the scrutiny of the shareholders, and if shareholders have secured to them an easy means of removing the directors imposed on them by the promoter. The specific points which, in the opinion of Lord RUSSELL, should be aimed at are: (1) to afford to the public all such information as might affect the reasonable judgment of a man in determining whether or not to invest in a particular concern; and (2) to secure that all holding fiduciary or quasi-fiduciary positions should be bound to disclose fully and clearly any interest which they may possess

differing from the interest of the other shareholders. As a matter of fact the material points which the investor wants to know are, what the business is really worth and what are the intermediate profits which are being made. If he can secure disclosure on these points he will be reasonably safe.

NOMINATIONS UNDER THE FRIENDLY SOCIETIES ACT.

THE right which has been conferred by the Legislature upon the members of friendly societies and other persons in a similar position of dealing by nomination with the moneys to which they are entitled constitutes a curious variation of the ordinary practice as to testamentary disposition. The existing provision on the subject in the case of friendly societies is contained in section 56 of the Friendly Societies Act, 1896. Under sub-section (1) a member of a registered society (other than a benevolent society or working men's club) may by writing under his hand delivered at or sent to the registered office of the society, or made in a book kept at that office, nominate a person to whom any sum of money payable by the society on the death of that member, not exceeding £100, shall be paid at his decease. Under sub-section (4) a nomination so made may be revoked and varied by any similar document under the hand of the nominator "delivered, sent, or made as aforesaid." Similar provision is made by section 5 of the Provident Nomination and Small Intestacies Act, 1883, with respect to deposits in a saving bank, and by section 25 of the Industrial and Provident Societies Act, 1893, with respect to members of societies registered under that Act; but in this last case the power to revoke or vary the nomination expressly excludes a revocation or variation by will. A nomination, it is provided, "may be revoked or varied by any similar document under the hand of the nominator, delivered, sent, or made as aforesaid, but shall not be revocable or variable by the will of the nominator or any codicil thereto." The Friendly Societies Act, 1896, which in section 56 substantially re-enacts the provisions of section 15 (3) of the Act of 1875, has no corresponding clause excluding the operation of wills, and hence a question has arisen whether, in the case of friendly societies, a will not communicated to the society during the lifetime of the nominator is capable of revoking a nomination. In two county court cases, *Fielding* v. *Rochdale Equitable Pioneers Society* (92 L. T. 431) and *Lavin* v. *Howley* (102 L. T. 560), this has been decided in favour of the nomination as against the will. In *Bennett* v. *Slater* (1898, 1 Q. B. 469), on the other hand, MATHEW, J., decided in favour of the will. The Court of Appeal, however, have now reversed this decision, and the nomination accordingly prevails unless it is revoked or varied in the manner prescribed by statute.

The nature of the interest taken under a member of a friendly society was discussed in the case of *Ashby* v. *Costin* (21 Q. B. D. 401). There the member upon joining the society signed a declaration agreeing to be bound by the rules of the society. Under the rules a death allowance was payable, and this was to be paid to certain specified relatives of the member in such proportions as the committee should determine, unless bequeathed by will, in which case it was to be paid to the person to whom it had been bequeathed. The member died intestate, and the society paid £80, the amount of the death allowance, to his sister. Administration was taken out to his estate, and the administrator claimed the £80 from the sister in order that it might be used as assets for the payment of the debts of the deceased. The county court judge decided in his favour, but this decision was reversed by a Divisional Court (CAVE and GRANTHAM, JJ.). The ground of the judgment was that the money was not the money of the deceased, although it was payable out of a fund to which he and others contributed. It was to be paid according to the bargain made by the deceased with the other members. He had the power of bequeathing the money, and, had he done so, the amount would, it was considered, have been assets for the payment of his debts. But in the absence of bequest, the money was payable solely according to the rules of the society. The court rejected the contention that the rules, in providing a payee, only meant to protect the society by pointing out to whom payment could be safely made, but did not protect the money in the hands of the payee. The death allowance was not the property of the member in the sense of its belonging to him absolutely in his lifetime. He could make it assets by bequeathing it, but if he failed to do this, the relatives entitled took it under the rules without reference to his estate.

The above case did not deal with a nomination, but it was relied upon by the county court judge in considering the effect of a nomination in *Lavin* v. *Howley* (*supra*). A member of a friendly society had duly made a nomination in favour of the defendant with respect to two sums amounting to less than £50. Subsequently she made a will and bequeathed the two sums to the plaintiff, but the will was not communicated to the society during her lifetime. The society paid the money to the defendant in accordance with the nomination, and the plaintiff thereupon claimed as executor and legatee to recover from the defendant. It does not seem to have been disputed that the nomination protected the society so as to enable the nominee to give it a good discharge. It was said, however, that the will changed the beneficial right to the money so as to turn the nominee into a trustee for the legatee. Judge BOMPAS held, however, that the nomination was in no way affected by the will. Following the principle of *Ashby* v. *Costin*, he decided that by statute the nominee was declared to be the proper payee, and that the payee took absolutely. The effect of the statute authorizing nomination was thus held to be the same in *Lavin* v. *Howley* as that of the rules of the society in *Ashby* v. *Costin*. In each case the money was taken out of the ordinary rules of devolution upon death and belonged absolutely to the person pointed out as payee. Similarly in the earlier case of *Fielding* v. *Rochdale Equitable Pioneers Society* (*supra*) the will was held to be ineffectual as against a nomination, on the ground that it had not been deposited with the society so as itself to operate as a nomination. A will, it was said by the county court judge, might operate as a nomination or revocation, as the case might be, yet it would not be a valid nomination or revocation unless the original will, bearing the signature of the testatrix, was left with the society at their office. The nomination was in the nature of a statutory will; the power of revocation was also statutory, and hence in the making and in the revoking of a nomination the directions of the statute had to be complied with. These require that the document, which is to be in writing under the hand of the nominator, shall be delivered at or sent to the registered office of the society, and this condition is not fulfilled by the production of the probate of the will of the nominator.

The question is now settled in the same sense by the decision of the Court of Appeal in *Bennett* v. *Slater*. In 1864 the testator effected an insurance for £100 in the Royal Liver Friendly Society. In 1889 he nominated the plaintiff to receive the sum of £100 at his death, out of which she was to provide for his decent interment. In 1895 he made a will, of which the defendants were executors, in which he directed that the residue of his estate, after payment of funeral and testamentary expenses and debts, should be divided between two grandchildren. The testator died in 1896, and in 1897 probate of his will was sent to the society for registration. The amount payable by the society was £104. The plaintiff claimed payment of £100 under the nomination, and the society interpleaded and paid the money into court. The total value of the estate, including the policy, was £117; the debts and funeral expenses amounted to £33. MATHEW, J., appears to have assumed that the policy was assets for the payment of the debts of the testator, and the natural and apparently the only way of so utilizing it was to give it to the executors under the will. It does not appear that the county court cases above referred to were cited, and no weight was attached to the fact that the statute, in giving the power of nomination, also points out how the nomination is to be revoked or varied. In the Court of Appeal, however, this fact was regarded as decisive. The statute provides a special mode by which the nomination must be made and the mode in which it can be revoked. All that the society has to do is to see that there has been a due nomination and that it has not been revoked in the manner provided by statute, and that the member is dead. Thereupon, under section 57

(1) of the Friendly Societies Act, 1896, "the society shall pay to the nominee the amount due to the deceased member, not exceeding the said sum of £100." In the present case, although £104 was due from the society, the nomination only extended to £100, and hence, in the view of the court, was good. The executors having thus no claim to the money, there is no way of making it available to satisfy the debts of the deceased, and the nominee takes it absolutely. As against the legatees mentioned in the will there is no reason to quarrel with the result. The member can alter his nomination as easily as he makes it, if only he will proceed in the right way. But it is inequitable that by this special form of testamentary disposition he should be able to save from his creditors property which he has created by his own payments.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

DURING the legal year just expired an average number of cases affecting the county courts have been determined. To some of these it is proposed to call attention in this article. Most of the cases referred to concern the *jurisdiction* of the county courts, and with these it will be convenient to deal in the first instance. It has for some time been matter of doubt as to whether the remedy by prohibition or *certiorari* is available to impugn the judgment of a county court judge, where he is not exercising his ordinary jurisdiction but a *special* statutory jurisdiction equal to that of a judge of the High Court, and possesses, for the purposes of that jurisdiction, all the powers of the High Court. This doubt has now been effectually removed by two cases recently referred to in these columns (*ante*, p. 3) and which decide that, under such circumstances, neither of the above-named remedies can be invoked: *Re New Par Consols* (*No.* 2), 46 W. R. 369; 1898, 1 Q. B. 669; *Reg.* v. *The Judge of the Northallerton County Court*, 43 S. J., p. 10. The jurisdiction of a county court judge under the Companies (Winding-up) Act, 1890 (53 & 54 Vict. c. 63), was considered in *Re New Par Consols* (46 W. R. 369; 1898, 1 Q. B. 573), where it was held that though section 7, sub-section 5, thereof provides that "if any person, without reasonable cause, makes default in complying with the requirements of this section he shall be liable to a fine," the county court judge has, nevertheless, jurisdiction, under sub-section 1, to order a director or other officer of a company which is being wound up, to submit to the official receiver a statement of the affairs of such company. This decision is certainly in accordance with the public interest, which would undoubtedly suffer if a director had the option in every case either of paying a fine *or* furnishing a statement of affairs. In *Derby Corporation* v. *Derbyshire County Council* (46 W. R. 48) it was held that in proceedings instituted under section 10 of the Rivers Pollution Prevention Act, 1876 (39 & 40 Vict. c. 75), requiring a person to abstain from polluting a river (which is in itself an offence against the Act), there is jurisdiction for the county court judge to make an order for discovery by the person whose conduct is complained of, as such proceedings are not of a criminal or penal nature, although disobedience by the person against whom the order to abstain is made renders him liable to a penalty.

The *admiralty* jurisdiction of the county court has given rise to two decisions which must next be noticed. In *The Ruby* (*No.* 1) (46 W. R. 464; 1898, P. 52) it was held that the purchaser of a ship sold by the high bailiff of a county court under the decree of a county court having jurisdiction in admiralty, and made in an action *in rem*, takes the ship free from all antecedent liens, mortgages, and liabilities. In other words, the power given to a county court by sub-section 3 of section 3 and by section 12 of the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71), "to try and determine" an admiralty cause of damage by collision, and enforce the decree "against the person or persons summoned," carries with it the power of rendering the plaintiff's maritime lien effectual against all persons having an interest in the *res*, and therefore, in order to obtain payment of the debt out of the proceeds, the high bailiff can sell the ship free from incumbrances. In the case of *The Ruby* (*No.* 2) (46 W. R. 687; 1898, P. 59) it was held that a county court having admiralty jurisdiction has no jurisdiction under the County Courts Admiralty Jurisdiction Act, 1868 over a claim by a ship's husband for his salary or other remuneration due to him in that capacity, as he is not a "seaman" claiming "wages earned by him on board the ship" within the meaning of section 10 of the Admiralty Court Act, 1861 (26 Vict. c. 10), and has no maritime lien upon which he can found an action *in rem* for "wages" under section 3, sub-section 2, of the County Courts Admiralty Jurisdiction Act, 1868.

With regard to what are *statutory defences* within the meaning of rules 10 and 18 of the County Court Rules, 1889, two decisions have been given which must now be considered. In *Brutton* v. *Branson* (1898, 2 Q. B. 219) it was held that in an action on a contract for the sale of goods of the value of £10, the defence of the Statute of Frauds (as re-enacted by the Sale of Goods Act, 1893) is a "statutory defence" within the said order of which notice must be given by the defendant within the time prescribed by the said rules. In *Lewis* v. *Burrell* (46 W. R. Dig., p. 41) a similar decision was given, with respect to another statute it being there held that the defence to an action brought by a solicitor to recover a bill of costs, that the solicitor had not delivered a signed bill one month before action brought, as required by section 37 of the Solicitors Act, 1843 (6 & 7 Vict. c. 73), is likewise a "statutory defence" of which a defendant must give notice, as provided by the above-mentioned order and rules.

The proper *mode of trial* applicable to admiralty causes in the county court was considered in *The Theodora* (46 W. R. 157) where it was held that, as provided by section 2 of the County Courts Admiralty Jurisdiction Act, 1869 (32 & 33 Vict. c. 51), such cases must be tried either by the judge alone or by the judge assisted by admiralty assessors, and that the provisions of section 101 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), with regard to trial by jury are not applicable to admiralty or maritime causes tried in the county court having admiralty jurisdiction.

On the subject of *appeals* from the county court three decisions have been given. In *Brune* v. *James* (46 W. R. 257; 1898, 1 Q. B. 417) it was held that in an action for trespass brought in a county court, where the damage claimed did not exceed £20, and the plaintiff only recovered 6d., and an injunction restraining the defendant from continuing the trespass, the defendant might appeal against so much of the judgment as granted the injunction without first obtaining the leave of the judge, notwithstanding the provisions of section 120 of the County Courts Act, 1888 (51 & 52 Vict. c. 43). As has already been pointed out in these columns (vol. 42, p. 227), this decision is very difficult to support on the ground alleged, having regard to what was decided in *Martin* v. *Bannister* (28 W. R. 143, 4 Q. B. 491)—namely, that where a plaintiff complains of actual damage, the injunction does not itself constitute a distinct cause of action, but is a mere remedy for the tort committed which remains the *sole* cause of action, and is, therefore, it is submitted, wholly governed, so far as the right of appeal from its determination is concerned, by section 120 of the County Courts Act, 1888, which provides "that there shall be no appeal in any action of contract or tort *other than an action of ejectment or an action in which the title to any corporeal or incorporeal hereditaments shall have come in question*, where the debt or damage claimed does not exceed twenty pounds . . . unless the judge shall think it reasonable and proper that such appeal should be allowed and shall grant leave to appeal." The oft-considered question of whether the appellant from a county court has complied with the requirements of section 120 of the County Courts Act, 1888, as to raising at the trial the point of law involved in the appeal, was again dealt with in *Clifford* v. *Thames Ironworks Co.* (46 W. R. 222; 1898, 1 Q. B. 314), where it was held that, under the provisions of that section and the following sections of the Act, the omission of the county court judge to direct the jury as to the law, is itself a point of law which must be raised and submitted to the judge at the trial in order to entitle the party complaining thereof to appeal. In *Mander* v. *Ridgway* (46 W. R. 366) it was held that the ruling of a county court judge, at the trial of an action, that a document offered in evidence is properly

stamped is not subject to appeal in the High Court. In view of the fact that, in the High Court, the decision of the judge on such a point is conclusive (R. S. C. ord. 39, r. 8), the above decision seems fully justified by section 164 of the County Courts Act, 1888, which provides that the general principles of practice in the High Court shall be applicable to the county courts in matters not otherwise provided for.

The important subject of *costs* has given rise to two or three decisions during the past legal year which next claim attention. In *Turner* v. *Stallibrass and Others* (46 W. R. 81) it was held that a plaintiff who had sued in the High Court was, under the following circumstances, entitled to costs upon the High Court scale, though he recovered *less* than £50. There the plaintiff, having delivered a horse to the defendants to be agisted in consideration of a daily payment, and the defendants having negligently turned the horse into a field in which there was a barbed wire fence, whereby the horse was injured, an action was brought to recover damages for injuries to the horse, and £30 was awarded by the jury. It was held that as the negligence relied upon was a breach of the common law duty arising out of the bailment, the action was founded on tort within the meaning of section 116 of the County Courts Act, 1888, and the plaintiff was therefore entitled to costs upon the High Court scale. The two remaining cases as to costs concern remitted actions. In *Bailey* v. *Watson* (1898, 2 Q. B. 270) a plaintiff in an action of contract who recovered judgment in the High Court under order 14 for part of his claim (£27) with costs to be taxed, and the residue of his claim (£2) in the county court, to which it was remitted for trial under section 65 of the County Courts Act, 1888, was held to be entitled only to a taxation of his costs on the lower scale in use in county courts—namely, where the sum recovered exceeds £2 but does not exceed £10, and not on the higher scale (column B.) which is applicable where the sum recovered exceeds £20 but does not exceed £50. It seems difficult to reconcile this decision with the previous case of *Keeble* v. *Bennett* (42 W. R. 539; 1894, 2 Q. B. 329), where it was held that, in order to determine the scale of costs applicable in the county court to a remitted action, the amount recovered in the High Court must be *added* to that recovered in the county court. Moreover, as we have previously pointed out (*ante*, vol. 42, p. 665), the above decision ignores the fact that now only the whole action can be remitted by the High Court to the county court (Yearly County Court Practice, 1898, p. 45; County Courts Act, 1888, ss. 65, 66) as distinguished from a mere issue (other than one in interpleader), and that the remitting order operates to remit the whole action whether at the time the order is made the whole or a portion only of the claim be in dispute (see *Keeble* v. *Bennett*, *supra*). In *Dunn* v. *Appleton* (1898, 1 Q. B. 564), it was held that where in an action of contract in the High Court, above £20 but under £50, judgment under order 14 is refused and leave to defend given, there is no power, on the action being subsequently remitted to a county court for trial, to direct that the costs of the application under order 14 shall be costs in the cause. This decision is in harmony with *Harris* v. *Judge* (41 W. R. 9; 1892, 2 Q. B. 565) and *White* v. *Cohen* (1893, 1 Q. B. 580).

One other case must, in conclusion, be referred to—namely, *Montgomery & Co.* v. *De Bulnes* (1898, 2 Q. B. 420). It relates to the subject of *execution*, and decides that if a creditor who has recovered judgment against his debtor in the High Court afterwards obtains from a county court judge an order under section 5 of the Debtors Act, 1869 (32 & 33 Vict. c. 62) for payment of the debt by instalments, he cannot, so long as that order is in force, issue execution upon his judgment in High Court. The *dicta* of CAVE, J., in *Re Ives, Ex parte Addington* (34 W. R. 593, 16 Q. B. D., at pp. 670, 671) were dissented from and the principle of *Jones* v. *Jenner* (15 L. J. Ex. 319) approved.

A record for rapid justice was, says the *Globe*, established at the Shoreditch County Court on Wednesday. The case was a claim for 7s., and this is what happened:—The judge: What is the claim for? Plaintiff: He broke my windows. The judge: Did you break this man's windows? Defendant: I did not. The judge: He says you did. Defendant: I say I did not. The judge: Very well; judgment for the defendant, with costs. Time, fifteen seconds.

REVIEWS.

BOOKS RECEIVED.

The Annual Practice, 1899; being a Collection of the Statutes, Orders, and Rules Relating to the General Practice, Procedure, and Jurisdiction of the Supreme Court. With Notes, Forms, &c. By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNEY, B.A., a Master of the Supreme Court; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. In Two Volumes. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Law and Practice under the Patents, Designs, and Trade-Marks Acts, 1883 to 1888, with the Practice in Actions for Infringement of Patent, and an Appendix of Orders made in Patent Actions and Forms. By WILLIAM NORTON LAWSON, M.A., Barrister-at-Law. Third Edition. By the Author, assisted by CHARLES SHARP and MARSHALL DENHAM WARMINGTON, M.A., Barristers-at-Law. Butterworth & Co.

Sweet & Maxwell's Diary for Lawyers for 1899. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and J. JOHNSON, of the Central Office. Sweet & Maxwell (Limited).

CASES OF THE WEEK.

Court of Appeal.

BENNETT *v.* **SLATER AND ANOTHER.** No. 1. 5th Nov.

FRIENDLY SOCIETY—MONEYS PAYABLE ON DEATH OF MEMBER—NOMINATION BY MEMBER—REVOCATION OF NOMINATION—FRIENDLY SOCIETIES ACT, 1875 (38 & 39 VICT. C. 60), S. 15, SUB-SECTION 3.

Appeal from the judgment of Mathew, J., upon an interpleader issue. In 1864 a policy for £100 upon his life was granted to William May by the Royal Liver Friendly Society—a society registered or deemed to be registered under the Friendly Societies Acts. In 1889 William May made a nomination of the £100 in favour of his daughter, the plaintiff in these proceedings. The nomination was made and delivered to the society in accordance with section 15 (3) of the Friendly Societies Act, 1875. William May died on the 29th of October, 1896, leaving a will dated the 7th of September, 1895, of which defendants were the executors. By the will he left all his estate and effects to be collected and sold by his executors, and, after paying his funeral expenses and debts, the residue was to be divided equally between his two grandchildren. Neither the will nor a copy thereof was delivered or sent to the society during the lifetime of William May, but after his decease probate of the will was delivered. The amount due from the society on the death of William May was, with the bonus, £104. By the rules of the society a member could take out a policy for a sum not exceeding £200. By the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60), s. 15, sub-section 3: "A member of a society (other than a benevolent society or working-men's club), not being under the age of sixteen years, may, by writing under his hand delivered at or sent to the registered office of the society, nominate any person, not being an officer or servant of the society, to whom any moneys payable by the society on the death of such member, not exceeding £50, shall be paid at his decease, and may from time to time revoke or vary such nomination by writing under his hand similarly delivered or sent; and, on receiving satisfactory proof of the death of a nominator, the society shall pay to the nominee the amount due to the deceased member, not exceeding the sum aforesaid." By 46 & 47 Vict. c. 47, s. 3, the sum of £100 was substituted for £50 in the above section. The defendants were the executors of William May's will, and claimed the money. The plaintiff having issued a writ to recover the £100, the society interpleaded. On behalf of the plaintiff it was contended that the nomination could not be revoked by will, the Act requiring a particular mode of revocation. A contention was raised on behalf of the defendants that as the Act only applied to sums not exceeding £100 it could not govern the present case, where the sum payable was £104. Mathew, J., gave judgment for the defendants. The plaintiff appealed.

THE COURT (A. L. SMITH, RIGBY, and COLLINS, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that he could not agree with the contention that section 15, sub-section 3, of the Act did not apply because the sum payable under the policy amounted with the bonus to £104. The nomination could not be for a sum exceeding £100. The object of the Legislature was to save the expense of taking out administration in the case of small estates. If the sum payable under the policy exceeded the sum nominated, say £100, the general law would apply as to the excess over that sum, and probate or letters of administration must be taken out as to that excess. If the sum nominated did not exceed £100 then that sum must be paid over to the nominee upon proof of death. The nomination was therefore valid. As regards the question whether the nomination had been revoked by the will, it seemed to him, first of all, that the £100 became and remained the property of the nominee until the nomination was duly revoked. If that were so the residuary clause in the will could not include this money, which was not the property of the testator at the time of his death. However that might be, he was of opinion that there could be no revocation of the nomination except in the mode prescribed by the section. The section prescribed the mode in which the nomination must be made and the mode in which it must be revoked. All that the society had to do was to see that the

nomination had been duly made; that it had not been revoked in the mode required by the section; that the member was dead; and thereupon "the society shall pay to the nominee the amount due to the deceased member, not exceeding the sum aforesaid." Therefore, even if there was a revocation by will, it would be an ineffectual revocation.

RIGBY and COLLINS L.JJ., concurred.—COUNSEL, *Sir R. B. Finlay*, S.G., *H. Sutton*, *Newton Crane*; *H. Burrows*; *H. D. Bonsey*. SOLICITORS, *Hyde*, *Tandy*, *Mahon*, & *Sayer*; *Letts Brothers*.

[Reported by W. F. BARRY, Barrister-at-Law.]

ECCLESIASTICAL COMMISSIONERS *v.* PINNEY. No. 2. 3rd Nov.

VENDOR AND PURCHASER—CONTRACT FOR SALE—SPECIFIC PERFORMANCE—ECCLESIASTICAL COMMISSIONERS—RIGHT TO SUE—PARTIES.

This was an appeal of the plaintiffs from Bigham, J., sitting as an additional judge of the Chancery Division, who decided that the commissioners had no right of action under the contract on which they were suing. By an agreement made in July, 1873, the Rev. John Digby Wingfield Digby, the then incumbent of Coleshill, Warwickshire, contracted with the trustees of the will of the then late Earl Digby, with the consent of the tenant for life under the same will, to sell to them certain glebe lands for the sum of £24,963. As the contract was made by virtue of the powers contained in the Ecclesiastical Leasing Acts, 1842 and 1858, the consents of the Ecclesiastical Commissioners and the patron of the living were necessary; and they were accordingly made parties to the agreement. The rate of interest on the unpaid purchase-money was fixed by the contract at 4 per cent. The contract has never been completed, but interest at the rate of 3½ per cent. has been regularly paid to the incumbent of the living. In the meantime the value of the land has materially decreased, and is stated now to be worth not more than £10,000. It was stated that the income paid to the incumbent was considerably more than it would have been had the contract been completed and the money re-invested by the Ecclesiastical Commissioners. The commissioners ultimately brought this action, claiming specific performance of the contract or damages in lieu of specific performance, or in the alternative a vendor's lien on the property. The defendants were the present incumbent of the living, the tenant for life of the Digby estates, the trustees under the settlement of the Digby estates, and the legal personal representatives of the trustee, who was a party to the contract. At the trial Bigham, J., dismissed the action, holding that the Ecclesiastical Commissioners were properly consenting parties to the sale, and had no other interest under the contract, and that they were wrong in making the incumbent a defendant. He should have been a plaintiff, as the promise was to pay him and the commissioners. The Ecclesiastical Commissioners appealed.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—I think Bigham, J., disposed of this case a little too summarily. Having regard to the statute, 21 & 22 Vict. c. 57, I do not think it would be right to say that the plaintiffs cannot get their money under this action as framed. The position of the Ecclesiastical Commissioners is not that of an ordinary person; by the statute they have duties to perform, and their duty is to see that the money is properly obtained. I cannot treat them as persons having nothing to do with the money. This is an ordinary action for specific performance, and the action is brought by the Ecclesiastical Commissioners in performance of their statutory duties, their statutory right and duty being to get this money if they can. The action must go back to be tried, the costs both here and below being costs in the action.

CHITTY and VAUGHAN WILLIAMS, L.JJ., concurred. Appeal allowed.—COUNSEL, *Cozens-Hardy*, Q.C., *Astbury*, Q.C., and *Pochin*; *Eve*, Q.C., and *R. F. Norton*; *Carson*; *Brinton*; *Sargant*. SOLICITORS, *Milles*, *Jennings*, *White*, & *Foster*; *Hulberts*, *Hussey*, & *Metcalfe*; *Dawson*, *Bennett*, & *Ryde*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

STEPHENS *v.* LYDALL. No. 2. 2nd Nov.

PRACTICE—APPEAL—COPIES OF MATERIAL DOCUMENTS FOR THE USE OF THE COURT—COSTS.

This appeal from Kekewich, J., raised a question of account, and had no points of any general or legal importance. During the hearing of the appeal some discussion arose as to the costs of three copies of the correspondence for the use of the court. In dismissing the appeal,

LINDLEY, M.R., said that they had been led to reconsider the rule, and they had stated just before the vacation that they should require three copies, inclusive of office copies, of all material documents which had to be used on the appeal. The inconvenience of the present practice was so great that, notwithstanding what was said in *Re Rollason's Registered Design* (78 L. T. 511), they would instruct the taxing-masters to allow three copies. The court could not get on without three copies of all material documents.

CHITTY and VAUGHAN WILLIAMS, L.JJ., concurred.

In *Re Rollason's Registered Design* (*ubi supra*) an application was made to Kekewich, J., to vary the taxing-master's certificate by allowing the costs of copies of affidavits for the use of the judges of the Court of Appeal. The taxing-master disallowed the costs of the three copies, and, on appeal, the Court of Appeal (Lindley, M.R., and Rigby and Collins, L.JJ.) held that office copies of affidavits were *primâ facie* sufficient, but that if on any appeal further copies were made for the use of the Court of Appeal, that court should be asked at the hearing to allow them; and unless such application was made and was allowed, the taxing-master would rightly disallow such costs. Appeal dismissed.—COUNSEL, *Renshaw*, Q.C., and *Rowden*; *Levett*, Q.C., and *MacSwinney*. Solicitors, *Lewis* & *Lewis*; *Lydall* & *Sons*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

***Re* J. BATT & CO.'S TRADE-MARKS.** No. 2. 4th Nov.

PRACTICE—APPEAL—ORAL EVIDENCE IN THE COURT BELOW—JUDGE'S NOTES—APPLICATION FOR COPY, WHEN AND HOW TO BE MADE—R. S. C., 1883, ORD. 58, R. 11.

On the 4th of November, 1898, Lindley, M.R., mentioned this case for the purpose of correcting an error in the report in the Law Reports of his statement as to the practice in regard to an application for a copy, for use on appeal, of the judge's notes of oral evidence given in the court below. The case is reported in 1898, 2 Ch. 432 (see also 42 SOLICITORS' JOURNAL 686, which, however, does not contain the inaccurate statement his lordship now desired to correct). The learned judge referred to the following passage in the Law Reports report of the case, at p. 442: "It is desirable that solicitors should know that on appeals in cases where evidence has been taken orally in the court below, it is their duty to apply in good time for the judge's notes of evidence. If they do so they will generally be supplied by the judge's clerk with copies of those notes; whereas if they apply, as is frequently done, just before the appeal is heard, there is no time to furnish these copies. The notes themselves are sometimes difficult to read."

LINDLEY, M.R., after reading this passage, and stating that he wished to correct a mistake in it, said: Now, a judge does not give copies of his notes to the solicitors; that is not the practice. What I really said was that the solicitors ought, in good time before the appeal comes on, to make an application to the Court of Appeal, stating that on the hearing of the appeal the judge's notes of evidence, given orally in the court below, will be required. If they do so this court will apply to the judge for a copy of his notes. But if, as frequently happens, a copy of the notes is applied for just before the appeal comes on, there is no time to obtain a copy for the use of this court; which leads to great inconvenience.—COUNSEL, *Levett*, Q.C., and *Sebastian*; *Neville*, Q.C., and *Austen Cartmell*; *M. Ingle Joyce*. SOLICITORS, *Shepheards*; *Mann* & *Taylor*; *Solicitor to the Board of Trade*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

WATSON *v.* PETTS. No. 1. 8th Nov.

PRACTICE—APPEAL FROM ORDER OF JUDGE AT CHAMBERS TO COURT OF APPEAL—MATTERS OF PRACTICE AND PROCEDURE—ORDER REFUSING TO GRANT PROHIBITION TO COUNTY COURT—JUDICATURE ACT, 1894, s. 1, SUB-SECTION 4.

This was an appeal from an order of LAWRANCE, J., refusing to grant a writ of prohibition to restrain a county court judge from further proceeding on an order made by him directing the defendant to pay certain costs. The preliminary objection was taken that the appeal ought to have been taken to the Queen's Bench Division and not to the Court of Appeal, as this was not a matter of practice or procedure within the meaning of section 1, sub-section 4, of the Judicature Act, 1894. Reference was also made to section 132 of the County Courts Act, 1888, by which an appeal from an order of a judge refusing to grant a writ of prohibition to a county court can only be taken to the High Court.

THE COURT (A. L. SMITH and COLLINS, L.JJ., after consulting with the other members of the court) upheld the preliminary objection, holding that this was not a matter of practice or procedure within the meaning of the Act.—COUNSEL, *Clarke Hall*; *J. M. Stone*. SOLICITORS, *Chester* & *Co.*; *G. F. Hudson*, *Matthews*, & *Co.*, for *John Bamford*, *Sons*, & *Wilson*, Ashbourne.

[Reported by F. G. RUCKER, Barrister-at-Law.]

High Court—Chancery Division.

THE UNIVERSITY OF OXFORD AND THE UNIVERSITY OF CAMBRIDGE *v.* GILL & SONS. Stirling, J. 4th Nov.

PRACTICE—PARTIES—JOINDER OF PLAINTIFFS—SEVERAL CAUSES OF ACTION—ORD. XVI., R. 1.

This case raised an interesting question as to the effect of the amendment of rule 1 of order 16 which came into force on the 26th of October, 1896. The action was brought by the universities of Oxford and Cambridge claiming an injunction restraining the defendants from selling, advertising, or offering for sale any books or publications as being or bearing the title "The Oxford and Cambridge Publications," or "The Oxford and Cambridge Edition," and from using the names "Oxford and Cambridge" or either of such names upon or in connection with the books or publications, or advertisements of the defendants in such manner as to induce the belief that the books or publications of the defendants are publications of the universities of Oxford and Cambridge or either of them, or emanate from the presses of or are authorized by the said universities or either of them. The statement of claim alleged: (1) "The plaintiffs carry on an extensive business in printing and publishing at their respective presses known as the Oxford University Press and the Cambridge University Press, and the works emanating from their respective presses have a world-wide reputation." (4) "There are certain works, including the revised version of the Bible, which are joint publications of the Oxford and Cambridge University Presses." (6) "During the year 1897 it came to the notice of the plaintiffs that the defendants had began to publish text-books under the title of 'The Oxford and Cambridge Press,' and were advertising the same under that title in the *Journal of Education* and the *Educational Times*; and, further, that the defendants were using the arms of the two universities, or devices representing those arms, in their advertisements and on the covers of their books." (8) "That it had been brought to the notice of the plaintiffs that the defendants had commenced to advertise their publica-

tions as 'The Oxford and Cambridge Publications,' and had also commenced selling their works with the title 'The Oxford and Cambridge Edition' thereon, and were also using the words 'The Oxford and Cambridge' in connection with the defendants' Biblical and other publications." (9) "That the use by the defendants of the titles in question was calculated to deceive and to induce the belief that the books or publications of the defendants were publications of the universities of Oxford and Cambridge, or emanated from the presses of the said universities, or were authorized by the said universities as text-books." (11) "That the titles adopted by the defendants as mentioned in the statement of claim were calculated seriously to injure the plaintiffs in the sale of educational and Biblical works emanating from their respective presses." This application was made on motion by the defendants that all claims by the plaintiffs therein in respect of any separate cause of action in either of the plaintiffs, and all allegations in support of any such separate cause of action might be struck out, and that the action might be confined to the alleged joint cause of action of the plaintiffs; or, in the alternative, that the plaintiffs might be put to their election whether they would proceed with their alleged joint cause of action or with the alleged separate cause of action of one of the plaintiffs, and that so much of the statement of claim as applied to any joint cause of action or to any cause of action by the other plaintiff might be struck out and the claim amended accordingly. Shortly stated, the question was whether, under the rules of court, the two universities were entitled to be joined as plaintiffs in the action. For the defendants it was argued that the action really contained, first, a combination of claims by the two universities in respect of their joint interests; and, secondly, separate claims in respect of their separate interests. Ord. 16, r. 1, formerly ran "All persons may be joined as plaintiffs in whom the right to any relief is alleged to exist, whether jointly, severally, or in the alternative . . . ," but these words were amended, and the new rule (which took effect as from the 26th of October, 1896) is as follows: "All persons may be joined in one action as plaintiffs in whom any right to relief in respect of, or arising out of, the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, where, if such persons brought separate actions, any common question of law or fact would arise . . ."

STIRLING, J., after reading the old rule and the present rule 1 of order 16, said that the new rule had been commented on and interpreted in *Stroud* v. *Lawson* (1898, 2 Q. B. 44). According to that interpretation of the rule, two conditions were necessary—(1) there must be a right to relief in each plaintiff arising out of the same transaction; and (2) there must be some common question of fact or law. Were those conditions satisfied in the present case? The action arose out of the publication of a series of publications bearing the title "Oxford and Cambridge." Therefore, it arose out of one of a series of transactions. Then, did the statement of claim also show that any common question of law or of fact would arise? In the first place, the statement of claim alleged the fact of publication, and that was one common fact which would arise. But, further than that, by paragraph 9 the plaintiffs took upon themselves to prove that the belief which would be induced by what the defendants were doing was that the publications complained of were published by the universities of Oxford and Cambridge. The evidence as to that would be common to both, and that was another common question of fact which would have to be decided. The case, therefore, in his lordship's opinion, came within the rule, and it would be lamentable if it were held to the contrary. If such a case as this was not within the rule, then his lordship thought that the rule ought speedily to be further amended. Then it was said that if it was within the rule, then the court ought to exercise the power given to it by ord. 18, r. 8, which provided that "any defendant alleging that the plaintiff has united in the same action several causes of action which cannot be conveniently disposed of together may at any time apply to the court or a judge for an order confining the action to such of the causes of action as may be conveniently disposed of together"; and it was said that the causes of action, which were three, could not be conveniently tried together. His lordship thought that, from the very nature of the case, the causes of action were most convenient to be tried together. The motion would accordingly be dismissed with costs.—COUNSEL, *Moulton*, Q.C., and *A. & B. Terrell*; *Jenkins*, Q.C., and *Ingpen*. SOLICITORS, *T. Lamartine Yates*; *Freshfields & Williams*.

[Reported by WM. SCOTT THOMPSON, Barrister-at-Law.]

LONG *v.* **THE VESTRY OF THE PARISH OF FULHAM.** Kekewich, J. 2nd and 3rd Nov.

TRESPASS—LAYING OF SEWER—DIVERSION OF SEWAGE—COMPENSATION—DAMAGES—CONSENT OF LONDON COUNTY COUNCIL—18 & 19 VICT. C. 120, SS. 57, 59, 60 AND 69.

This was an action brought by the plaintiff, the owner and occupier of freehold premises, against the Fulham Vestry, claiming damages for the trespass of the defendants, for digging and undermining and laying a sewer in his premises, and for depriving the plaintiff of the use and occupation of the said premises for several days; the plaintiff also claimed an injunction to restrain the defendants from repeating their acts, and further damages for the depreciation in value of his said premises in consequence of the illegal construction of the said sewer. It appeared that for thirty years prior to September, 1897, during the whole of which period the plaintiff had owned the premises, the sewage of the same had been discharged by a short pipe at the back into the drain of the adjoining premises on one side, and the rain and refuse waters discharged by a short pipe at the back into the drain of the adjoining premises on the other side; nor was there any drain or sewer under the plaintiff's dwelling-house. The acts complained of by the plaintiff were done during the months of September and October, 1897, and were carried out by a gang under a foreman instructed by the vestry's surveyor, who took his authority from the resolutions entered on the minutes of the sanitary committee of the said vestry. The plaintiff alleged that the work, which was not the relaying of an old sewer but the construction of a new one, was done without his consent, and without the previous approval of the London County Council and in excess of the powers conferred on the vestry by statute 18 & 19 Vict. c. 120, s. 69: *Brownlow* v. *Metropolitan Board of Works*, (33 L. J. Rep. N. S. C. P. 233), and *Broadbent* v. *The Imperial Gaslight Co.* (26 L. J. Rep. N. S. Ch. 276), and that the vestry and its officers had not complied with the requirements of 18 & 19 Vict. c. 120, ss. 57, 59, and 60 (*Vestry of St. Leonard's, Shoreditch* v. *Holmes*, 50 J. P. 132, where such acts as were here complained of were held illegal by Day and Smith, JJ., even though a statutory notice had been served by a statutory officer). The acts being illegal, compensation could not be claimed, but plaintiff sued for damages. Defendants, who had paid 40s. into court as sufficient to satisfy the whole of the plaintiff's claim, contended that they had obtained the plaintiff's oral consent to their doing the work; as to this there was a conflict of evidence.

KEKEWICH, J.—On the construction of the Act (18 & 19 Vict. c. 120), I am in favour of the plaintiff; old drainage cannot properly be described as a sewer so as to bring it within the Act in favour of the defendants. Even if it were a sewer, there has been no "diversion," but a construction of a "new drain," which required the consent of the London County Council, the absence of which in the present case is fatal. The vestry having done without authority that for which they wanted authority, have committed a trespass. Therefore there can be no compensation, but they are liable in damages, if the plaintiff can prove that he has suffered; but this he has failed to do. As a result of this unjustifiable insertion of a new system of drainage into his house, there has been no diminution in its letting value, and, on the balance of evidence, none in its selling value; the probability is rather the other way. The plaintiff has therefore proved a technical trespass but no damage. If the case rested there, judgment would be for defendants, but without costs. But it has been proved to my satisfaction that the plaintiff did consent to the work being done, and was not coerced in any way of duress. Therefore, judgment is for the defendants with costs.—COUNSEL, *J. E. Cooney*; *S. Macaskie* and *C. H. Walsh*. SOLICITORS, *A. Mosley Stark*; *T. Blanco White*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

WAUTON *v.* **COPPARD.** Romer, J. 8th Nov.

RESTRICTIVE COVENANT—CONSTRUCTION—BUSINESS—SCHOOL—INJURIOUS OR OFFENSIVE OR DISAGREEABLE NOISE OR NUISANCE—ACTION FOR RESCISSION OF CONTRACT.

Wauton, a schoolmaster, entered into negotiations with the defendant's agent for the purchase of a freehold house and grounds for the purpose of carrying on a school there. He made particular inquiries of the defendant's agent as to whether there were any covenants affecting the premises which would prevent his using the place as a school, and he was in substance informed by the agent that there was no covenant which would interfere with his so doing, and thereupon made an offer for the premises which was accepted. There was, in fact, a deed of covenants affecting the premises, which was not in the agent's possession, and which was not produced to Wauton until after he had contracted to purchase the premises and paid a deposit. This deed, when produced, was found to contain a covenant to the following effect—namely, that each of them the covenantor and the several other persons who might become parties thereto of the second part, his, her, or their heirs or assigns, or any of them (*inter alia*) should not and would not suffer to be exercised or carried on upon or in any part of the land therein referred to or any house or building thereon to be erected or built the trade or business of a melter or boiler of tallow or grease or resin or tar or any greasy substance or compound for any purpose whatsoever, gas maker or worker, blacksmith, tin worker, coppersmith, brickmaker, lime burner, slaughterman, catgut spinner, dog skinner, boiler of horseflesh, soap maker, beershop keeper, brewer, scavenger, cowkeeper, or any trade or business or occupation whatsoever whereby any unwholesome or offensive or disagreeable smell, or gas, or unwholesome or offensive or disagreeable matter deposit or fluid, or any injurious or offensive or disagreeable noise or nuisance should, or might, be collected, occasioned, caused, or made. The plaintiff alleged that this covenant would prevent and interfere with the carrying on of a school, and claimed to rescind his contract, and to have his deposit returned.

ROMER, J., held, on the evidence, that what the agent in substance represented, and what the plaintiff understood the representation to be, was that the covenants in the deed of covenants would not interfere with the plaintiff in carrying on his school on the property. [His lordship then stated the covenants, and said as follows:] In my opinion, as a matter of construction, the deed means what it says, and the covenants cannot be held limited to trades or businesses *ejusdem generis* as those previously specially mentioned: see *Tod Heatly* v. *Benham* (37 W. R. 33, 40 Ch. D. 80). The next question is whether the covenants will interfere with the plaintiff in carrying on his school in an ordinary and reasonable way. Now, I am satisfied that if the plaintiff should be compelled to carry out the contract and proceed to carry on his school in the ordinary way, he will immediately have an action brought against him by the adjoining proprietors to restrain him from doing so on the ground that thereby a disagreeable if not an injurious or offensive noise or nuisance is caused or made, and I think that action would succeed. But putting aside the evidence before me as to what action or actions particular adjoining owners have threatened or are likely to bring, what I have to consider is, following in substance the words of Cotton, L.J., in *Tod Heatly* v. *Benham* (40 Ch. D., at p. 94), whether I am satisfied by argument and the evidence before me that reasonable people living near, having regard to the ordinary use of their houses for pleasurable enjoyment, could and would regard the carrying on of this

school in the ordinary way on these premises as causing an injurious, offensive, or disagreeable noise or nuisance. And after hearing the arguments and on the evidence before me I answer this question in the affirmative. His lordship also held that the agent's representation was as to a fact, and not a mere statement of law, and that he did not intend to deceive the plaintiff. He therefore decreed rescission of the contract, and ordered repayment of the deposit with interest at 4 per cent.—COUNSEL, *Neville, Q.C.*, and *Martelli; Warmington, Q.C., Farwell, Q.C.*, and *Ribton*. SOLICITORS, *C. F. Martelli*, for *R. Preston*, Tonbridge; *Lee, Ockerby, & Everington*, for *E. E. Robb*, Tunbridge Wells.

[Reported by J. F. WALBY, Barrister-at-Law.]

Re **JOHN SHOREY** (Deceased). **SMITH** *v.* **SHOREY.** Byrne, J. 1st and 2nd Nov.

PRACTICE—ADMINISTRATION—CREDITORS OF THE EXECUTORS.

Action. John Shorey the testator carried on the business of timber merchant at 49, Hackney-road, London. He died in August, 1894, leaving a will and codicil by which his widow and son, the first two defendants, were appointed executors and were empowered to continue to carry on his said business. The said executors carried on the business from the death of the testator till May, 1895, when they called a meeting of their creditors and submitted to them a statement of the assets. It was thereupon resolved by the creditors present that the executors should proceed to realize the estate under the supervision of the defendant Cooke and two other persons in the capacity of a committee of inspection, and that the amount realized should be paid into the bank in the joint names of Cooke and the defendant Hurt. This was done. In connection with these transactions the executors employed the plaintiff as their solicitor, whose taxed bill of costs and also certain costs of applications to review taxations which had been ordered to be paid to him were still owing. The plaintiff brought this action for payment of his said costs, and in default for administration of the estate of the testator. It appeared at the trial that there were no creditors of the estate of the testator other than those subsequent to his death. It was objected at the trial that an order for administration could not be made upon the application of a creditor for a debt incurred subsequent to the death of testator, and that the proper course for the plaintiff was to proceed against the executors, and reach the estate through them. No case could be found where such an order had been made, but the case of *Re Bach* (W. N. (1892), p. 108) was cited to shew that Kekewich, J., considered that such an order might be made. The cases of *Dowse* v. *Gorton* (1891, A. C. 190, 39 W. R. Dig. 84), *Owen* v. *Delamere* (21 W. R. 218, L. R. 15 Eq. 134), *Strickland* v. *Symons* (32 W. R. 889, L. R. 26 Ch. D. 245), and *Re Johnson* (L. R. 15 Ch. D. 548) were also cited. The executors did not appear at the trial. The other defendants consented.

BYRNE, J., made the order for administration.—COUNSEL, *Eve*, Q.C., and *Eustace Smith; Richard Nevill; G. Thorn Drury*. SOLICITORS, *Thomas Dyson & Smith; Rowland Horatio Ward; S. R. Letchford*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

Re **WILLIAM WESTON.** Stirling, J. 5th Nov.

PETITION — APPOINTMENT OF NEW TRUSTEE — TRUSTEE PHYSICALLY AND MENTALLY INCAPACITATED—VESTING ORDER—DISPENSING WITH SERVICE —TRUSTEE ACT, 1893 (56 & 57 Vict. c. 53), s. 25.

This was a petition for the appointment of a new trustee under section 25 of the Trustee Act, 1893, in place of an original trustee who was incapable of acting. The evidence shewed that the trustee in question was both physically and mentally incapable. Leave for substituted service had been given, but he was too ill to receive any communication whatever. The questions now arose whether service could be dispensed with, and secondly, whether, under the circumstances, a vesting order could be made in the Chancery Division.

STIRLING, J., held (1) that, having regard to *Re Green* (10 Ch. App. 272), service might be dispensed with; and (2) that, having regard to the fact that the trustee was suffering from physical weakness, and to the effect of the decisions in *Re Martin's Trusts* (35 W. R. 524, 34 Ch. D. 618) and *Re Barber* (37 W. R. 182, 39 Ch. D. 187), a vesting order might be made.—COUNSEL, *S. R. Earle*. SOLICITORS, *Pitman & Sons*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re **NOURSE. HAMPTON** *v.* **NOURSE.** Stirling, J. 26th Oct. and 5th Nov.

WILL—CONSTRUCTION—GIFT OF ANNUITY ON MARRIAGE WITH CONSENT—CONDITION PRECEDENT—ALTERNATIVE GIFT.

This was a summons by one of the defendants in an action to administer the estate of Jas. Nourse, who died on the 4th of April, 1897, and it raised the question of the validity of a condition which the testator had annexed to an annuity in the event of the marriage of his son, who was the present applicant. The facts were as follow: By his will, dated the 29th of September, 1894, the testator gave to his son, H. J. Nourse, an annuity of £2,000 for his life, "and if he shall marry, or shall have married either in my lifetime or after my decease, an additional annuity of £1,000." He also gave an annuity of £1,000 to his son's widow, if his son should die leaving a widow. By a codicil the testator declared that the annuity of £1,000 bequeathed to his son in the event of his marriage should be payable only if he should have been married in the testator's lifetime with his previous consent in writing, or after his death with the previous consent in writing of the trustees of his will. And the codicil contained a similar direction with respect to the annuity given to his son's widow. The son was still unmarried, and he now issued the present summons asking for a declaration that the conditions attached to the annuities given to himself and his widow respectively were inoperative.

STIRLING, J.—It seems to me that this condition must be treated as a condition precedent and not a condition subsequent. Then comes the question of its validity. The decisions as to real estate show that it would be valid according to English common law. But the law is different as to personalty, and in this case the testator had no real estate. In *Reynish* v. *Martin* (3 Atk. 330) Lord Hardwicke decided that a condition of similar nature, though precedent, was inoperative, and that the legatee was entitled to the legacy though the condition had not been fulfilled. No case has been cited before me to throw any doubt on this decision, which in itself would be easy to apply. But Lord Hardwicke pointed out that this rule had not been carried out to the same extent in the Court of Chancery in the case of a gift over, and *Lloyd* v. *Branton* (3 Mer. 108) goes to shew that a condition precedent will be enforced where there is also a gift over. It does not appear to me that the present case is within that exception, and in argument it was sought to bring it within the class of exceptions established by *Gillett* v. *Wray* (1 P. Williams 284). The authority of that case was recognized by Lord Thurlow in *Scott* v. *Tyler* (2 Br. Ch. 431), and it must be taken to lay down the law that cases of alternative gifts are exceptions to the general rule established by *Reynish* v. *Martin*. Then the question is, does the present case fall within the exception? I think that it does. In *Gillett* v. *Wray* there was a gift of a larger sum if the donee married and a smaller one if she did not. Here there is a gift of a smaller sum if the son does not marry and a larger one if he does. The cases seem to me to be substantially identical. I think therefore the condition is operative.—COUNSEL, *Jenkins*, Q.C., and *Petersen; Upjohn*, Q.C., and *Whinney; P. S. Stokes; Butcher*, Q.C., and *Warters Horne*. SOLICITORS, *Corsellis, Mossop, & Berney; Monro, Slack, & Co.*, for *Wheeler & McCutcheon*, Belfast; *G. E. Webb; Pollock & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

DRINCBRIER *v.* **WOOD.** Byrne, J. 2nd Nov.

PRACTICE—JOINDER OF PARTIES—CONTRACT—SEPARATE TRANSACTION—COMMON GROUND OF RELIEF—R. S. C., ORD. 16, R. 1.

This was an action in which four plaintiffs claimed damages for misrepresentation. The facts of the case, so far as the same at present calls for a report, were as follow: The plaintiffs, on the faith of a certain prospectus issued by the defendant, applied separately for, and had been allotted, debentures in a company. The debentures proved practically of little value. The defendant took a preliminary objection that the plaintiffs ought to have brought separate actions.

BYRNE, J., as to the preliminary objection, held, having regard to R. S. C., ord. 16, r. 1 (which provides: "All persons may be joined in one action as plaintiffs in whom any right to relief in respect of, or arising out of, the same transaction or series of transactions is alleged to exist, whether jointly, severally, or, in the alternative, where, if such persons brought separate actions, any common question of law or fact would arise"), that the parties who had applied for debentures might be properly joined as plaintiffs. The case came within the rule because the parties seeking relief had applied for the debentures on the faith of the same prospectus.—COUNSEL, *Astbury*, Q.C., and *Cave; Eve*, Q.C., and *Beddall*. SOLICITORS, *George Willson*, for *E. Willson*, Ramsgate; *J. R. Pakeman*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

High Court—Queen's Bench Division.

WILLIAMSON *v.* **NORRIS.** Div. Court. 3rd Nov.

LICENSING LAW—SALE OF LIQUOR IN HOUSES OF PARLIAMENT—LIABILITY OF SERVANT FOR SALE UNDER MASTER'S ORDERS.

Case stated by a Metropolitan police magistrate. The appellant on the 2nd of May, 1898, entered Westminster Palace and was supplied by the respondent at the refreshment bar at the foot of the committee-room staircase with a glass of brandy and soda-water and paid the price to the respondent. The respondent in so acting was acting as servant of the House of Commons and in obedience to the orders of the Kitchen Committee of that House, by whom he was paid a salary. The liquor was the property of the House of Commons, and was bought out of moneys voted by Parliament in aid of the refreshment department. The appellant was not a member of the House. The respondent was charged with having sold intoxicating liquor without a licence, contrary to the provisions of section 3 of the Licensing Act, 1872. The magistrate held that the fact that the respondent was acting as a servant only would be no defence to the charge, but that section 3 and the other provisions of the Licensing Act, 1872, did not apply to sales of intoxicating liquor by the House of Commons within the Palace of Westminster. On the appeal it was contended on behalf of the respondent that the Houses of Parliament were exempt from the Licensing Acts, 1872 and 1874, on the ground that many of the provisions of those Acts could not take effect with respect to the Palace of Westminster; and, secondly, that a servant who, without knowledge that the sale was illegal, sold intoxicating liquor on behalf of an unlicensed master, could not be convicted of an offence under the Acts. *Graff* v. *Evans* (8 Q. B. D. 373), *London Joint-Stock Bank* v. *Mayor of London* (L. R. 1 C. P. 1), *Bradlaugh* v. *Gossett* (12 Q. B. D. 271), and *Reg.* v. *Justices of Kent* (24 Q. B. D. 181) were cited.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and WILLS, J.) dismissed the appeal.

Lord RUSSELL OF KILLOWEN, C.J., after stating the facts, said: Two questions are involved in the case—first, whether any offence against the Act has been committed at all; secondly, assuming the answer to that question to be in the affirmative, whether the respondent is the person who

committed that offence. As to the first question, it was argued that no offence has been committed, because, it is said, that the Houses of Parliament are wholly outside the control of the law which prohibits the sale of intoxicating liquor without a licence. In the view we take of the second question, it is not necessary to express a definite opinion on this first question. But I think it right to say that I am very far from satisfied that no offence has been committed. I am not impressed by the argument derived from the inapplicability of many provisions of the licensing Acts to the Houses of Parliament. It by no means follows that liquor can lawfully be sold there without a licence. The Act begins with a sweeping prohibition against the sale of intoxicating liquor by unlicensed persons or on unlicensed premises. It then contains a number of provisions for giving effect to that prohibition. And it contains a long list of exceptions, not including the House of Commons. I am, therefore, by no means satisfied that no offence has been committed. I ought, perhaps, to add that even if a doubt existed less serious than I feel does exist as to the legality of the sale of intoxicating liquor in the House of Commons, it would be most desirable in the public interest that steps should be taken by legislation to regularize the matter, if in the view of the Houses of Parliament it is necessary that the sale of intoxicating liquor should be carried on within the precincts of the Houses. The second question—namely, whether the respondent has been guilty of an offence—involves a careful consideration of the words of the section. It provides that "No person shall sell or expose for sale by retail any intoxicating liquor without being duly licensed to sell the same, or at any place where he is not authorized by his licence to sell the same." It is impossible not to see, and indeed counsel for the appellant admitted, that, in order to bring the innocent act of a waiter or a barman within it, it is necessary to alter or at least put a very strong gloss on the words of the section. As I read those words it is clear that the Legislature was contemplating a sale by a person who ought to be licensed. But, as everyone knows, the barman or waiter is not the person licensed. The sale struck at, therefore, is a sale by a person standing in the position of master to the person who actually delivers the liquor and receives the payment. It is suggested that the enactment ought to be read differently, thus: "No person shall sell by retail or expose for sale any intoxicating liquor without the authority of a due licence to sell the same," and so on. That, however, is a violent gloss to put on the words, and is not necessary for the purpose of giving effect to the Act. It may be that proof of an actual delivery of liquor and receipt of payment by a person is *primâ facie* evidence of a sale by that person. Such evidence would probably throw the onus of proving that he was acting as a mere servant, and as an innocent servant, upon that person. But if it appears that the actual seller was a mere servant, and an innocent servant, then he is not guilty of an offence within the Act. Of course, if he made himself a party to the sale he might be convicted under section 5 of the Summary Jurisdiction Act, 1848. No doubt there are cases in which the Legislature has declared that a man who does the prohibited thing, although not negligent and though he has no guilty mind, yet is to be taken to offend against a particular enactment. There are several such Acts, but they are exceptions to the general principles of the law. The general rule is that, unless the contrary intention is clearly apparent, *mens rea* is an element of every crime. It cannot be suggested that the respondent, appointed by responsible members of the House of Commons and acting under the ægis of the House, ought to be treated as having committed an offence against the Act. Therefore, if there was an offence against the Act in this case, I think it was committed by those who stood in the position of master to the respondent. Accordingly, although I differ from the learned magistrate as to the grounds on which he dismissed the information, I agree in the conclusion to which he came.

Wills, J., was of the same opinion. On the first question he thought that as the Act of Parliament was clear it was no argument to say that it had results which, if they had been foreseen by the framers of the Act, would have been guarded against before the Act was adopted. He shared to the full the doubts of the Lord Chief Justice as to whether an offence had not been committed. But he agreed also that the words "without being duly licensed" could not be extended to mean "without being authorized by a person duly licensed."—Counsel, *Asquith*, Q.C., and *H. L. Stephen*; *Sir R. E. Webster*, A.G., *Henry Sutton*, and *Horace Avory*. Solicitors, *Todd, Dennes, & Lamb*; *The Treasury Solicitor*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

THE QUEEN *v.* **GARDNER.** C. C. R. 5th Nov.

Criminal Law—Prisoner Sole Witness for Defence—Right of the Prosecution to Sum Up—Criminal Procedure Act, 1865 (28 & 29 Vict. c. 18), s. 2—Criminal Evidence Act, 1898 (61 & 62 Vict. c. 36), ss. 2, 3.

Case stated by Sir William Anson, chairman of the Oxfordshire Quarter Sessions. The prisoner was tried with another prisoner at the quarter sessions on the 18th of October, 1898, for breaking and entering a warehouse and stealing articles therefrom. Both prisoners were represented by counsel. The evidence in support of the prosecution having been concluded, both prisoners elected to exercise the right of giving evidence conferred on them by the Criminal Evidence Act of last session. They accordingly went into the witness-box and gave their evidence immediately after the evidence for the prosecution was closed. Counsel for the prosecution then addressed the jury, dealing with all the evidence before the court. Counsel for the defence then replied. Gardner was convicted and the other prisoner was acquitted. The questions for the court were: (1) Has the Criminal Evidence Act, 1898, taken away the right of the prosecuting counsel to sum up in cases where a prisoner applies to give evidence but does not call witnesses? (2) if the prosecuting counsel is entitled to sum up at the close of the prisoner's evidence, is he entitled to comment on that evidence or is he required to confine his summing up to the evidence adduced by the prosecution? Section 2 of the Act referred to provides as follows: "Where the only witness to the facts of the case called by the defence is the person charged he shall be called as a witness immediately after the close of the evidence for the prosecution." Section 3 is as follows: "In cases where the right of reply depends upon the question whether evidence has been called for the defence, the fact that the person charged has been called as a witness shall not of itself confer on the prosecution the right of reply." The Criminal Procedure Act, 1865, s. 2, enacts that where a prisoner is defended by counsel and his counsel does not announce his intention to adduce evidence, "the counsel for the prosecution shall be allowed to address the jury a second time in support of his case for the purpose of summing up the evidence against" the prisoner. It was argued that where the prisoner was the only witness for the defence the right to sum up was taken away by section 2 of the Criminal Evidence Act, 1898, and that if the right still existed and was to be exercised after the prisoner had given his evidence, that evidence could not be commented on in the summing up by reason of the provision of section 3 as to the right of reply.

The Court (Lord Russell of Killowen, C.J., and Hawkins, Wills, Wright, and Bruce, JJ.) affirmed the conviction.

Lord Russell of Killowen, C.J.—In my judgment the court of quarter sessions took the right view on both the points raised in the case. [His lordship stated the facts, and continued:] The first question was, when was the prisoner's evidence to be called—before or after the prosecuting counsel summed up as, by Lord Denman's Act, he had a right to do? That depends on the Criminal Evidence Act, 1898. [His lordship, having read sections 2 and 3, proceeded:] The evidence for the prosecution had been closed, and the prisoner's counsel had intimated that he proposed to call no other evidence. What was the proper course to pursue? The answer is clear. The prisoner must be called after the close of the evidence of the prosecution. It is, therefore, clear the magistrates, so far, were right. What is the result of this upon the right of the prosecuting counsel to sum up? Does it operate as an extinguishment of his right or merely as a postponement? If extinguishment of the right were intended the Act would have said so. In my judgment it operates as a postponement of the exercise of the right to a later period. That is the answer to the first question. Turning to the second point, is the prosecuting counsel, who is thus called upon to sum up for the prosecution, entitled to refer not merely to the evidence called for the prosecution, but also to the statement made by the prisoner in the box? The learned counsel contends that he is not so entitled, and that the prosecuting counsel must confine his remarks to the evidence of the prosecution. He bases his argument upon the construction of Lord Denman's Act. When that Act was passed no prisoner could go into the witness-box and give evidence. By the passing of the recent Act it has become possible for a prisoner to give evidence before the time for the prosecuting counsel to sum up has arrived. Is it to be contended that the counsel is to shut his eyes to what the prisoner has said, as, for example, in a case where the prisoner has given evidence wholly inconsistent with that of the witnesses for the prosecution? Is the prosecuting counsel not to comment on that—pointing out the lack of corroboration and the like? Under the law as existed before this Act it was the invariable practice to put in evidence the statement of the prisoner made in accordance with Jervis's Act, and it is also the invariable practice for the prosecuting counsel to comment upon it. The magistrates were right in postponing the prosecuting counsel's summing up till the prisoners had given their evidence. They were right also as to the time when that evidence ought to be given, and they were justified in permitting the prosecuting counsel to make proper observations upon the evidence of the prisoner.

Hawkins, J.—I am of the same opinion. It is possible in the summing up to comment on the prisoner's evidence and yet to keep strictly within the limits of the 28 & 29 Vict. c. 18, s. 2. The object of the summing up would be to show that the evidence for the prosecution is not disturbed by the prisoner's evidence, but is really supported by it.

Wills, J.—I am of the same opinion. The second question is really answered by the first. If the right of summing up is not taken away the postponement extends the meaning to be given to a summing up. It is impossible to think that the Act means to confine the summing up to a portion of the evidence only.

Wright and Bruce, JJ., concurred. Conviction affirmed.—Counsel, *Turrell*; *Biron*. Solicitors, *George Mallam*, Oxford; *The Treasury Solicitor*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

REG. *v.* **BIRD.** C. C. R. 5th Nov.

Criminal Law—Evidence—Admissibility—Sworn Statement by Prisoner.

Case stated by the recorder of Cambridge. The prisoner was tried at the Cambridge Quarter Sessions on the 27th of June for an offence under the Criminal Law Amendment Act. At the hearing before the magistrates, after the depositions of the witnesses for the prosecution had been taken, the prisoner was asked whether he desired to call any witness. He replied that he had no witnesses to call, but that he desired to give evidence. He was then sworn and gave evidence on his own behalf, which was taken down and read over to and signed by him. After the usual caution he was asked the following question: "Having heard the evidence, do you wish to say anything in answer to the charge?" in answer to which he said, "What I have already said is true." At the trial the prisoner, on the advice of his counsel, declined to give evidence. It was sought on behalf of the prosecution to put in evidence the deposition of the prisoner. Objection was taken on behalf of the prisoner, but the evidence was

admitted and the prisoner was convicted. The question was whether this evidence was rightly admitted.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and HAWKINS, WILLS, WRIGHT, and BRUCE, JJ.) affirmed the conviction.

Lord RUSSELL OF KILLOWEN, C.J., said that he thought it was clear that no irregularity had been committed. The evidence was admissible on two grounds. First, it was a statement made upon oath; and secondly, the words used by the prisoner after being cautioned—viz., "What I have already said is true"—made the evidence taken on oath admissible as a statement under Jervis's Act. A passage in the considered judgment in *Reg.* v. *Erdheim* (1896, 2 Q. B., at p. 270) was in point, and was as follows: "I take the general rule to be (apart from any express statutory exceptions) that any statement made by a party relevant to the matter in hand may be given in evidence against him in any civil case, and also in any criminal case, except where such statement is made upon oath improperly administered, or where such statement is not voluntary within the principle to which I have already referred." The deposition of the prisoner was a statement made upon oath voluntarily and lawfully. On these grounds the conviction must be affirmed.

HAWKINS, J., in concurring, said that if the prisoner had merely made a voluntary statement, no one could doubt that it was admissible; the fact of its being on oath, legally administered, could not make it inadmissible.

WILLS, WRIGHT, and BRUCE, JJ., concurred. Conviction affirmed.—COUNSEL, *H. O. S. Ellis; Henry Sutton.* SOLICITOR (for the prosecution), *The Treasury Solicitor.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

*** In the report (*ante*, p. 14) of the case of *Morris* v. *Duncan* the statement should be that the information was preferred against the respondent by the appellant, an officer of the Fishmongers' Company.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 1st day of November, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1898—B.—No. 4,535).

In the Matter of The British and Continental Syndicate Limited Joseph Hill v The British and Continental Syndicate Limited

HALSBURY, C.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 9th inst., Mr. Henry Morten Cotton in the chair, the other directors present being Messrs. J. Roger, B. Gregory, Samuel Harris (Leicester), John Hunter, F. Halsey Janson, Richard Pennington, Henry Roscoe, Sidney Smith. A sum of £850 was distributed in grants of relief, fifteen new members were admitted to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The awards upon the pass examination, held in Gray's-inn-hall on October 11, 12, and 13, are as follows:

PASS CERTIFICATES.

LINCOLN'S-INN.—Charles E. R. Abbott, Arthur C. T. Beck, Charles A. Bennett, Ayodhya Das, William C. Dixon, Francis A. Hazeland, Taherali M. Kajiji, Edward G. Micklem, Joshua A. Nunn, Herbert G. Smith, Thazan, and Mulji D. Vedant.

INNER TEMPLE.—Edward G. Bear, George R. Beardmore, Arthur Cinnamond, Lionel G. Curtis, Charles L. Hales, Arthur C. Hue, Arthur G. Jamieson, John C. Lancaster, Henry H. Laurence, William Loring, David MacIver, Jijaba B. P. Mohite, Henry L. Ormiston, Edmund T. Sandars, Madhavrao A. Sitole, John H. Stamp, Walter L. Weldon, John Wilson, and Gerald W. Wollaston.

MIDDLE TEMPLE.—Edward M. Coward, Charles H. J. de Gannes, Allen C. Edwards, Harold W. Edwards, James Fairbairn, David S. Hodge, Vincent D. Knowles, Lynden L. Macassey, Horace C. Monro, Owen Moses, Richard Riley, Kanwar R. Singh, and George C. Whiteley.

GRAY'S-INN.—Herbert C. Bennitt, Robert Dunlop, Joseph A. M. Gyi, Syed H. Hassan, Mohammed A. A. Khan, Digby L. F. Koe, Charles F. Rorke, Laxmidass R. Sapat, and Joseph A. Vaz.

The number examined was 85, and of these 53 passed. Of the candidates who failed, one was postponed until the Easter examination, 1899, and one until the Trinity examination, 1899.

The following passed in Constitutional Law and Legal History:

LINCOLN'S-INN.—Donald F. Alderson, Herbert H. Gaine, Henry H. J. Gompertz, Harry K. Newton, Abdul G. Pirzada, Raymond H. R. Reeve, and Arthur H. Webster.

INNER TEMPLE.—George M. Bennett, Nathaniel G. Blaker, Halford G. Burdett, William G. Courthope, Charles G. Davison, Raynar Goddard, Hugh Montgomery, Macaulay Mort, Richard B. Murphy, Joseph A. Richardson, Fritz van Warmelo, Henry S. Webber, George B. H. Wheler, and Winter Williams.

MIDDLE TEMPLE.—Henry A. G. Bohn, Harold R. Bonsey, Henry S. B. Buée, George F. Darker, Harry A. Griffiths, and Charles D. Steel.

GRAY'S-INN.—Percy E. Barton, Louis R. O. Bevan, Horace J. Douglas, Choudhri S. M. Khan, Seth P. Lewis-Jones, John C. C. Macrae, George I. Mendes, Martin O'Connor, Richard E. Phipps, and Narain D. Sethi.

Out of 56 examined 37 passed. Of those who failed one candidate was postponed until after the Easter examination, 1899.

The following passed in Roman Law and Constitutional Law and Legal History:

LINCOLN'S-INN.—Lucius W. Byrne, Robert J. G. Mayor, Harry P. Sewell.

INNER TEMPLE.—Henry K. Sadler and William H. H. Thorne.

MIDDLE TEMPLE.—Kalikrishna W. Bonnerjee.

GRAY'S-INN.—John J. Adams, Alfred W. F. Bagge, Godfrey W. M. Baker, Henry C. A. Conybeare, Robert E. Ford, Charles V. Fox, Ernest F. Oppenheim.

Of 30 examined 13 passed, Four of those who failed were postponed till the Easter examination, 1899.

The following passed in Roman Law:

LINCOLN'S-INN.—Hamilton H. M. Dent, Dennis G. Gilmore, Arthur N. Kenion, Raghunath S. Pandit, George E. Raine, James T. Wardlaw, and William C. Wise.

INNER TEMPLE.—Edward P. Alabaster, Jehangir D. Davar, Frederick J. de Saram, John W. Harrison, Shadrach Hicks, Percy A. Koppel, James W. Lewis, Balfour H. Neill, Joseph Ricardo, and Henry B. de V. Tupper.

MIDDLE TEMPLE.—William N. Graham, Albert W. Grant, William L. Newey, William Parker, Adney W. Payne, Harsukh Rai, Suraj B. Sawhny, and Thomas J. Williams.

GRAY'S-INN.—Hugh Horniman, John J. Howe, George Leigh, Shankar Nath, Bhagat R. Puri, and Sardarsinghji R. Rana.

Thirty-eight were examined and 31 passed. Of those who failed one was postponed until the Easter examination, 1899.

LEGAL NEWS.

APPOINTMENTS.

Mr. THOMAS TINDAL METHOLD, barrister, has been elected a Bencher of the Honourable Society of Lincoln's-inn in succession to the late Mr. Spencer Horatio Walpole, Q.C.

Mr. TEMPLE COOKE, barrister, has been appointed Recorder of Southampton in the place of Mr. E. U. Bullen, deceased.

CHANGES IN PARTNERSHIPS, &c.

Messrs. Aplin & Co., solicitors, of Banbury, have taken Mr. JOHN HUNT, who was admitted a solicitor in Trinity Term, 1898, into partnership. The new firm will continue to transact business under the name of Aplin & Co., solicitors, Banbury.

GENERAL.

Sir Francis Jeune has not quite recovered from his recent indisposition, and is not expected to return to court before next week.

The *Times* says that Lord Justice Rigby was thrown from his horse recently and sustained a somewhat severe shaking, and that this is the reason he has been absent from the Appeal Court.

Mr. Justice Grantham is at present laid up with a severe cold, and, acting under medical advice, will not leave town for the assizes as arranged, and his place on the North-Eastern Circuit at the ensuing criminal assizes at Newcastle, Durham, and York will be taken by Mr. Justice Darling.

An Indian paper states that of late it has become the fashion at Madras for native tradesmen to assume for business purposes the names of notabilities. For instance, there are already several small firms styling themselves Havelock & Co. and Curzon & Co. Just the other day a Mr. Greenwood, who had been in partnership with two Mahommedans, retired from the firm. As his late partners persisted, in spite of their agreement, in retaining their former appellation, Mr. Greenwood brought a suit against them, and applied, before Mr. Justice Boddam, for a temporary injunction, restraining his late partners from using his name. Mr. Justice Boddam granted the injunction prayed for, whereupon the two Mahommedans in question assumed the designation of Boddam & Co., under which name they have now begun to do business.

At the Somerset Assizes on the 4th inst., says the *Times*, the grand jury asked Mr. Justice Kennedy's opinion on the following point: A man was charged with unlawfully wounding his child, and the prisoner's wife had been tendered before the grand jury as a witness for the prosecution. They desired to know if they ought to hear her evidence. His lordship held that, in the circumstances, the wife was not in law a competent witness against her husband, and he told the grand jury they ought not to

take her evidence. It may be pointed out that the Criminal Evidence Act, 1898, enacts, by section 4, "(1) The wife or husband of a person charged with an offence under any enactment mentioned in the schedule to this Act may be called as a witness either for the prosecution or defence, and without the consent of the person charged. (2) Nothing in this Act shall affect a case where the wife or husband of a person charged with an offence may at common law be called as a witness without the consent of that person." The offence of unlawful wounding is not one of the offences referred to in the schedule of the Act, nor does it come within the above sub-section (2). Consequently section 4 above mentioned does not apply to it. In the result the grand jury found no bill in the case.

In his speech on the reception of the Lord Mayor on Wednesday, the Lord Chief Justice said: "I myself think that until there is an appointment of at least one additional judge of this division, and one additional judge at least of the Chancery Division, there must arise from time to time puplic inconvenience, public loss, and dislocation in the arrangements of the courts, which it ought to be the first obligation of the Legislature to endeavour to make certain. One other word about the facts. In the year 1894 there was for the first time established a court which, without any statutory warrant whatever, calls itself and justifies its title, the Commercial Court. I am glad to think that that court was instituted immediately after I assumed the office which I now hold. But the credit, not only for the institution of that court, but for its success, is due, and due only, to the learned and experienced judge, Mr. Justice Mathew. I am glad to know, as I do know from the concurrent testimony rendered from many different directions, that that court is affording a ready, a quick, and an inexpensive means of settling commercial questions when the good sense of the professional men engaged, and the good sense of the litigants themselves, allowed them to agree upon the questions which alone were in dispute, and to submit them without unnecessary delay to the presiding judge.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Nov. 14	Mr. Godfrey	Mr. Lavie	Mr. Pugh
Tuesday 15	Leach	Carrington	Beal
Wednesday 16	Godfrey	Lavie	Pugh
Thursday 17	Leach	Carrington	Beal
Friday 18	Godfrey	Lavie	Pugh
Saturday 19	Leach	Carrington	Beal
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, Nov. 14	Mr. King	Mr. Farmer	Mr. Pemberton
Tuesday 15	Church	Gresswell	Jackson
Wednesday....16	King	Farmer	Pemberton
Thursday 17	Church	Gresswell	Jackson
Friday 18	King	Farmer	Pemberton
Saturday....19	Church	Gresswell	Jackson

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Nov. 15.—Mr. JOHN DAVIES, at the Mart, at 2, Freehold and Leasehold Investments at Bethnal Green, Clapton, Dalston, and Hackney. Solicitors, Messrs. Rowe & Wilkie, London. (See advert isement, Nov. 5, p. 20.)

Nov. 15.—Mr. ALFRED RICHARDS, at the Mart, at 2, Sixty-two £100 New Shares in the New River Co., ranking equally with the "Adventurer's" and "King's" Shares, the last dividend 13½ per cent. (See advertisement, Nov. 5, p. 20.)

Nov. 15.—Messrs. TYLER & Co., at the Mart, at 1:—Blackheath: Freehold Ground-rents, amounting to £132 per annum, arising out of Nos. 1 to 33, Lyveden-road, with reversion to rack-rentals, amounting to £578 per annum. Solicitors, Messrs. Devonshire, Monkland, Davies, & Saunders, London. (See advertisement, Nov. 5, p. 26.)

Nov. 16.—Messrs. EDMUND W. RICHARDSON & SON, at the Mart, at 1:—Barnsbury: Four Houses, producing, from weekly tenants, nearly £300 per annum; term, 60 years. Solicitors, Messrs. Harris & Chetham, London.—Tottenham: Freehold House and Shop, worth £40 per annum. Solicitors, Messrs. Tiddeman & Enthoven, London. (See advertisement, Nov. 5, p 26.)

Nov. 17.—Messrs. H. J. BLISS & SONS, at the Mart, at 2:—Hornsey: Five Freehold Dwelling-houses. Solicitors, Messrs. F. R. Smith, Sons, & Co., London.—Dalston: Double-fronted Freehold Residence, also Freehold Dwelling-house. Hoxton: Two Freehold Houses and Shops. Dalston: Leasehold House. Solicitors, Messrs. Edell & Gordon, London.—Victoria-park: Leasehold Residence. Solicitor, R. Voss, Esq., London. (See advertisement, this week, p. 3.)

Nov. 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.:

REVERSIONS:

To One-Fourth of One-half of Freehold Property situated at Aldersgate-street and Walthamstow, producing £1,434 per annum; lady aged 78. Solicitors, Messrs. Hartley & Co., London.

To One-eighth of £9,800 New Consols; gentleman aged 65, provided lady aged 39 survive him. Solicitors, Messrs. Colyer & Colyer, London.

To One-fourth of Trust Funds, value £7,680 in Railway Stock; lady aged 58. Solicitors, Messrs. H. B. Worrell & Sons, London.

To One-fourteenth of a Trust Fund value £18,750; lady aged 56. Solicitor, H. A. Maude, Esq., London.

LIFE INTEREST:

Of a lady aged 44 in £3,714 India 3½ per cent. Stock, with policy. Solicitors, Messrs. Winterbotham & Gurney, London.

POLICIES:

For £9,000, £1,500, £1,500, £1,500, £1,000, £500, £500, £500, £500, £500, £300. Solicitors, Messrs. Light & Galbraith, London; C. R. Hutchings, Esq., Bournemouth; W. M. Trapp, Esq., Messrs. A. C. Palmer & Co., and Messrs. Learoyd, James, & Mellor, all of London.

(See advertisements, this week, back page.)

Nov. 17.—Messrs. FULLER, HORSEY, SONS, & CASSELL, at the Mart, at 12, an extensive Freehold Wharf at Rotherhithe; gross floor space, 170,000 square feet, known as Atkins Wharf. Solicitors, Messrs. Pennington & Sons, London. (See advertisement, this week, p. 3.)

Nov. 17.—Messrs. GRIMLEY & SON, at the Grand Hotel, Colmore-row, Birmingham, at 7, modern Retail Shop and Professional Office Property, in the centre of the City of Birmingham, producing nearly £2,200 per annum. Solicitors, Messrs. Perry, Son, & Richards, Birmingham. (See advertisement, this week, p. 3.)

Nov. 17.—Messrs. PROTHEROE & MORRIS, at the Mart, at 2.30:—Forest-hill and Catford: Freehold Properties and Ground-rents of the present value of £650 per annum, capable of increase by development. Solicitors, Messrs. North & Sons, Leeds; Messrs. Vincent & Vincent, and Mr. W. H. Chaney, of London. (See advertisements, Nov. 5, p. 27.)

Nov. 17.—Mr. JOSEPH STOWER, at the Mart, at 2:—Brighton: Leasehold, let at £105 per annum until Midsummer, 1900; also 25, Brunswick-street East, producing £28 per annum; both held for 99 years from the 24th June, 1825, at £60 per annum. Solicitors, Messrs. J. & E. H. Galsworthy, London.—Paddington: No. 19, Delamere-crescent; held for 52 years; annual value £60. Solicitors, Messrs. Burchell & Co., London. —Tooting High-street: A Freehold Baker's Shop and House; let on lease at £68 per annum. Solicitors, Messrs. S. Hughes & Sons, London. — Bloomsbury: Rents amounting to £163 15s. per annum; also the Furniture and Contents. Solicitors, Messrs. F. Wickings, Smith, & Son, London. (See advertisement, Nov. 5, p. 26.)

RESULT OF SALE.

On Nov. 10, Messrs. DOUGLAS YOUNG & Co. sold, at Cannon-street Hotel, the Hooley Wiltshire Estates, comprising Five Villages, Five Licensed Houses, Three Advowsons, Twelve large Farms, Six Manors, and Hundreds of Cottages, situate in the village and parishes of Steeple Langford, Stapleford, Berwick St. James, Winterbourne Stoke, Maddington, and All Cannings; total area, 10,910 acres, with a rent-roll of £6,000 per annum, for £98,000. The Essex Estate of Ashdon and Radwinter, containing over 140 acres, realized £39,500. £240 was paid for the Hook Farm at Finchfield; the total sale being £137,740.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARBERTON REEFS, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts or claims, to Henry Charles Wilson, 45, Finsbury pavement. Hoare, New Broad st, solor

BRIERLEY HILL CYCLE AND MANUFACTURING CO, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Gough, 267, Castle st, Dudley. Higgs & Son, Brierley Hill, solors for liquidator

CAERPHILLY AND CASTLE BREWERY CO, LIMITED) IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Ivor James Roberts, Caledonian chmbrs, Cardiff. Lewis & Jones, Merthyr Tydfil, solors to liquidator

F S FOLEY, LIMITED—Creditors are required, on or before Nov 25, to send their names and addresses, and particulars of their debts and claims, to William Alfred John Pitman, Ashby Works, 31, Hackney rd

GREAT REEF, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 3, to send their names and addresses, and the particulars of their debts or claims, to Louis Charles Alexander, Finsbury House, Blomfield st. Chave & Chave, Broad st avenue, solors to liquidator

SMOKELESS POWDER CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Mr L G Duff Grant, 23, Gresham st Ashurst & Co, Throgmorton av, solors to liquidator

T REEVES & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Alfred Johnson, 120, Colmore row, Birmingham. J C Fowke & Son, Birmingham, solors to liquidator

WARRINGTON RUBBER WORKS, LIMITED—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Ellis Vinson Cooke, Warrington Rubber Works, Bank Quay, Warrington. Hastles, Lincoln's inn fields, solors for liquidator

WRIGHT'S CYCLE CO, LIMITED—Creditors are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to Henry Edward Abbott, 5, Fenwick st, Liverpool

FRIENDLY SOCIETY DISSOLVED.

FRIEND IN NEED CLUB, Rendham, Suffolk. Oct 19

London Gazette.—TUESDAY, Nov. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DAVID CHALLEN, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Wm Wylie Macalister

HEFFERMAN'S MOUNT MARGARET GOLD MINE SYNDICATE, LIMITED—Creditors are required, on or before Dec 10, to send in their names and addresses, and the particulars of their claims, to Edward George Wills, 32, Blomfield House, London wall

HORNER & CO, LIMITED—Petn for winding up, presented Nov 1, directed to be heard on Nov 16. Leonard Coleman, Basna House, London Wall avenue, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 15

HUMBER & CO (PORTUGAL), LIMITED—Petn for winding up, presented Nov 2, directed to be heard on Nov 16. Parker & Co, 11, Gray's inn pl, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 15

KOTTINGHAM STEAM SHIPPING CO, LIMITED—Creditors are required, on or before Dec 1, to their names and addresses, and the particulars of their debts or claims, to Sherinton Foster Whittles, 22, King st, South Shields. Tindle, South Shields, solor for liquidator

MENZIES NIAGARA PROPRIETARY, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to A R King-Farlow, 4, King st, Cheapside. Vallance & Co, Lombard House, George yd, solors for liquidator

NIAGARA BATTERY CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to A R King-

Farlow, 4, King st, Cheapside. Vallance & Co, Lombard House, George yd, solors for liquidator

Northampton Builders' Accident Insurance, Limited—Creditors are required, on or before Dec 3, to send their names and addresses, and the particulars of their debts or claims, to Beeke & Green, 20, Market sq, Northampton, solors for liquidator

Standard Weldless Tube and Cycle Components, Limited—Petn for winding up, presented Nov 5, directed to be heard on Nov 16. Belfrage & Co, 35, John st, Bedford row, agents for Reece & Harris, Birmingham, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 15

Syndicate "Benalder" Co, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Sherinton Foster Whittles, 22, King st, South Shields Tindle, South Shields, solor for liquidator

Waitekauri Consolidated Gold Mines, Limited—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Flaxman Haydon, 16, Union ct, Old Broad st. Vallance & Co, Lombard House, George yd, solors to liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, Oct. 14.

Hopkin, Enoch, Bulwell, Nottingham, Grocer Nov 15 Faulconbridge v Hopkin, Romer, J Jackson, Nottingham

London Gazette.—Tuesday, Oct. 18.

Stuby, William, Frognal gdns, Hampstead, Solicitor Nov 18 Field v Sturt, North, J Williams, 3, Finsbury circus

London Gazette.—Friday, Oct. 23.

Barlow, John, Rawtenstall, Lancs, Gent Nov 25 Barlow v Barlow, Registrar, Manchester Woodcock, Haslingden

Sharp, John, New Windsor, Tailor Nov 18 Sharp v Sharp, Romer, J Slater, Walbrook

BANKRUPTCY NOTICES.

London Gazette.—Friday, Nov. 4.

RECEIVING ORDERS.

Bailey, William Whitehurst, Burton on Trent, Butcher Burton on Trent Pet Nov 1 Ord Nov 1

Carrick, Richard Ormond, Sheerness, Cycle Agent Rochester Pet Nov 2 Ord Nov 2

Chambers, Charles Frederick, Cricklewood, Commercial Traveller High Court Pet Nov 1 Ord Nov 1

Cooke, Alfred Frederick, Landport, Hants, Cycle Maker Portsmouth Pet Nov 1 Ord Nov 1

Coopper, William, Rochester, Baker Rochester Pet Nov 1 Ord Nov 1

Cox, Mary Ann Ada, Cheltenham, Jeweller Cheltenham Pet Oct 31 Ord Oct 31

Dutfield, Waldron, Worcester, Bootmaker Worcester Pet Nov 1 Ord Nov 1

Evans, David, Llangathen, Farmer Carmarthen Pet Nov 1 Ord Nov 1

Fell, Frederick Henry, Bradford, Tailor Bradford Pet Nov 1 Ord Nov 1

Garton, James Taylor, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 1 Ord Nov 1

Gibson, Alfred, Batley, Yorks Dewsbury Pet Nov 1 Ord Nov 1

Harrison, Benjamin William, and James Allen Blyth, Cromer, Builders Norwich Pet Oct 27 Ord Oct 31

Heptinstall, Jane, Wakefield, Grocer Wakefield Pet Nov 1 Ord Nov 1

Jones, Hezekiah, Bangor, Tailor Bangor Pet Oct 31 Ord Oct 31

Kane, Lucy, Penarth, nr Cardiff Cardiff Pet July 30 Ord Oct 29

Kempster, John Gell, Lower Kennington lane, Solicitor High Court Pet Sept 28 Ord Nov 2

Lace, Thomas Alfred, Ramsgate, Kent, Schoolmaster Canterbury Pet Oct 31 Ord Oct 31

Ladell, Thomas William, Barnoldswick, Yorks, Cotton Manufacturer Bradford Pet Oct 31 Ord Oct 31

Large, Joseph, Bulwell, Notts, Quarry Foreman Nottingham Pet Nov 1 Ord Nov 1

Ling, John Guild, Lowestoft, Sanitary Plumber Gt Yarmouth Pet Nov 1 Ord Nov 1

Mallett, Thomas Henry, Adamsdown, Cardiff Cardiff Pet Oct 31 Ord Oct 31

Mathews, John, Highworth, Wilts, Draper Swindon Pet Nov 2 Ord Nov 2

Moldon, Edmund, Bishop's Waltham, Farmer Southampton Pet Nov 2 Ord Nov 2

Nichols, Charles Hillyard, Leicester, Grocer Leicester Pet Oct 31 Ord Oct 31

Offord, Alfred Horace, Eye, Suffolk Ipswich Pet Nov 1 Ord Nov 1

Ranger, Charles, Shaftesbury, Dorset, Coal Dealer Salisbury Pet Nov 2 Ord Nov 2

Rea, Mary Sarah, Aldermanbury High Court Pet Sept 27 Ord Nov 2

Richards, Arthur James, Swansea, Registrar Swansea Pet Nov 2 Ord Nov 2

Robinson, Samuel, Newport, Salop, Engineer Stafford Pet Oct 18 Ord Oct 31

Roper, Thomas, Knightwick, Worcester, Miller Worcester Pet Nov 1 Ord Nov 1

Sadler, Christina de Wilde, Clapham High Court Pet Nov 2 Ord Nov 2

Sibley, Ernest Pearce, Crewkerne, Somerset, Butcher Yeovil Pet Oct 31 Ord Oct 31

Strickland, James Thompson, Hampstead, Pianoforte Maker High Court Pet Sept 9 Ord Sept 23

Street, Josiah, Batley, York, Painter Dewsbury Pet Nov 2 Ord Nov 2

Swan, Benjamin, St Alban, Hertford, Dealer in Cycles St Albans Pet Nov 1 Ord Nov 1

Thomas, Thomas, Llwydcoed, Aberdare, Collier Aberdare Pet Nov 2 Ord Nov 2

Tinkler, Arthur, New Linton, Nottingham, Milk Dealer Nottingham Pet Nov 1 Ord Nov 1

Trischler, Frederick, Copthall av, Financial Agent High Court Pet June 27 Ord Aug 8

Vautin, Claude, St John's Wood, Metallurgist High Court Pet Oct 31 Ord Nov 1

Ware, Mary, Yetminster, Dorset, Innkeeper Yeovil Pet Nov 1 Ord Nov 1

FIRST MEETINGS.

Bailey, William Whitehurst, Burton on Trent, Butcher Nov 12 at 12 Midland Hotel, Station st, Burton on Trent

Bootland, George, Leeds, Fish Salesman Nov 15 at 11 Off Rec, 22, Park row, Leeds

Chambers, Charles Frederick, Cricklewood, Commercial Traveller Nov 11 at 11 Bankruptcy bldgs, Carey st

Charlton, Thomas, West Hartlepool, Cooper Nov 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

Colston, George Joseph, Reading, Grocer Nov 14 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

Cook, Charles, Shipley, Yorks, Grocer Nov 11 at 11 Off Rec, 31, Manor row, Bradford

Enes, John, Harlesden, Builder Nov 14 at 11 Bankruptcy bldgs, Carey st

Fox, Elizabeth, Runcorn, Cheshire, Confectioner Nov 11 at 2.30 Off Rec, Byrom st, Manchester

Garner, George Powers, Barwell, Leicester, Boot Manufacturer Nov 11 at 12.30 Off Rec, 1, Berridge st, Leicester

Hall, George Frederick, Cosham, Hants, Ironmonger Nov 11 at 3 Off Rec, Cambridge junction, High st, Portsmouth

Hardy, Daniel, John Long, and Robert Long, Gt Grimsby Nov 11 at 11 Off Rec, 15, Osborne st, Gt Grimsby

Harris, George Thomas, Northampton, Milliner Nov 14 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton

Hirst, Dyson, Slaithwaite, nr Huddersfield, Baker Nov 11 at 11 Off Rec, 19, John William st, Huddersfield

Jackson, Philip Myer, Sunderland, Watchmaker Nov 11 at 3 Off Rec, 25, John st, Sunderland

Lavarack, Albert, Wakefield, Newsagent Nov 11 at 11 Off Rec, 6, Bond ter, Wakefield

Lawrence, Sidney Ernest, Marc st, Hackney, Boot Manufacturer Nov 11 at 11 Bankruptcy bldgs, Carey st

Lewis, John, Berrynarbor, Devons, Farmer Nov 14 at 2 King's Arms Hotel, Barnstaple

Lovell, Isaac, Stoke, nr Coventry, Labourer Nov 11 at 11 Off Rec, Wolverhampton st, Dudley

Mercer, Frederick George, Sydenham Nov 11 at 12 24, Railway app, London bridge

Morris, James, Swansea, Lamp Dealer Nov 11 at 12 Off Rec, 31, Alexandra rd, Swansea

O'Brien, S J H, Oxford st Nov 11 at 2.30 Bankruptcy bldgs, Carey st

Ogden, Jonas, Keighley, Yorks, Tea Merchant's Traveller Nov 14 at 11 Off Rec, 31, Manor row, Bradford

Peacock, Frederick, Cambridge, Blacksmith Nov 16 at 10.30 Off Rec, 5, Petty Cury, Cambridge

Pochin, George Henry, Fleckney, Leicester, Painter Nov 11 at 3 Off Rec, 1, Berridge st, Leicester

Pool, Francis, and John Trewheke Williams, Falmouth, Engineers Nov 12 at 12 Off Rec, Roscawen st, Truro

Rawson, Thomas, Rotherham, Yorks, Painter Nov 11 at 2 Off Rec, Figtree ln, Sheffield

Rees, Richard, Trealaw, Glam, Collier Nov 14 at 3 65, High st, Merthyr Tydfil

Renouf, Emile, Kentish Town, Traveller Nov 14 at 12 Bankruptcy bldgs, Carey st

Simpson, Robert, Leeds, Painter Nov 15 at 12 Off Rec, 22, Park row, Leeds

Smith, Charles, Battersea, Hosier Nov 14 at 11.30 24, Railway app, London bridge

Strickland, James Thompson, Hampstead, Pianoforte Maker Nov 14 at 2.30 Bankruptcy bldgs, Carey st

Tweed, Archibald, Moulton, Suffolk, Publican Nov 11 at 11 Off Rec, 5, Petty Cury, Cambridge

Vautin, Claude, St John's Wood, Metallurgist Nov 11 at 11 Bankruptcy bldgs, Carey st

Vodden, John, Tottenham, Builder Nov 11 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

Walker, Henry Thomas, Throgmorton st, Advertising Agent Nov 11 at 2.30 Bankruptcy bldgs, Carey st

Wayte, Thomas Henry, Burton on Trent, Grocer Nov 12 at 12.30 Midland Hotel, Station st, Burton on Trent

Whyle, Alfred Thomas, Mansfield, Notts, Baker Nov 11 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

Williams, Ithel, Cilfynydd, Glam, Hotel Keeper Nov 11 at 12 65, High st, Merthyr Tydfil

Wollmann, Tobias, and Lewis Sussman, Houndsditch, Manufacturers Nov 11 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

Baddeley, William Grosvenor, Edgbaston Birmingham Pet Oct 29 Ord Nov 2

Bastable, William Thomas, West Lulworth, Dorset, Blacksmith Poole Pet Oct 8 Ord Oct 31

Bryant, George Thomas, St George, Bristol, Boot Manufacturer Bristol Pet Oct 19 Ord Nov 2

Bryant, Joseph, Liverpool, Hay Dealer Liverpool Pet Oct 5 Ord Nov 1

Carrick, Richard Ormond, Sheerness, Cycle Agent Rochester Pet Nov 2 Ord Nov 2

Chambers, Charles Frederick, Cricklewood, Commercial Traveller High Court Pet Nov 1 Ord Nov 1

Cooke, Alfred Frederick, Landport, Hants, Cycle Maker Portsmouth Pet Nov 1 Ord Nov 1

Coopper, William, Rochester, Baker Rochester Pet Nov 1 Ord Nov 1

Cox, Mary Ann Ada, Cheltenham, Jeweller Cheltenham Pet Oct 31 Ord Oct 31

Dee, Henry, Walton on Thames, Builder Kingston, Surrey Pet Sept 29 Ord Nov 1

Dutfield, Waldron, Worcester, Bootmaker Worcester Pet Nov 1 Ord Nov 1

Enes, John, Harlesden, Builder High Court Pet Sept 30 Ord Nov 2

Evans, David, Llangathen, Carmarthen, Farmer Carmarthen Pet Nov 1 Ord Nov 1

Fell, Frederick Henry, Bradford, Tailor Bradford Pet Nov 1 Ord Nov 1

Garton, James Taylor, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 1 Ord Nov 1

Gibson, Alfred, Batley, Yorks Dewsbury Pet Nov 1 Ord Nov 1

Godwin-Austen, Henry Haversham, Shalford, nr Guildford Guildford Pet Sept 22 Ord Oct 31

Harrison, James, Market Rasen, Lincolns, Jobber Lincoln Pet Aug 31 Ord Nov 1

Heptinstall, Jane, Wakefield, Grocer Wakefield Pet Nov 1 Ord Nov 1

Jones, Hezekiah, Bangor, Tailor Bangor Pet Oct 31 Ord Oct 31

Lace, Thomas Alfred, Ramsgate, Schoolmaster Canterbury Pet Oct 31 Ord Oct 31

Ladell, Thomas William, Barnoldswick, Yorks, Cotton Manufacturer Bradford Pet Oct 31 Ord Oct 31

Lambert, Ernest Orgre, Northumberland av, Financier High Court Pet Aug 15 Ord Nov 1

Large, Joseph, Bulwell, Nottingham, Quarry Foreman Nottingham Pet Nov 1 Ord Nov 1

Ling, John Guild, Lowestoft, Sanitary Plumber Great Yarmouth Pet Nov 1 Ord Nov 1

Mathews, John, Highworth, Wilts, Draper Swindon Pet Nov 2 Ord Nov 2

Moldon, Edmund, Bishop's Waltham, Farmer Southampton Pet Nov 2 Ord Nov 2

Morris, James, Swansea, Lamp Dealer Swansea Pet Oct 28 Ord Oct 31

Offord, Alfred Horace, Eye, Suffolk Ipswich Pet Nov 1 Ord Nov 1

Olden, Henry Hardy, Balsall Heath, Grocer Birmingham Pet Oct 26 Ord Oct 31

Ranger, Charles, Shaftesbury, Dorsets, Coal dealer Salisbury Pet Nov 2 Ord Nov 2

Richards, Arthur James, Swansea Swansea Pet Nov 2 Ord Nov 2

Roper, Thomas, Knightwick, Worcs, Miller Worcester Pet Nov 1 Ord Nov 1

Sadler, Christina de Wilde, Clapham High Court Pet Nov 2 Ord Nov 2

Sibley, Ernest Pearce, Crewkerne, Butcher Yeovil Pet Oct 31 Ord Oct 31

Smith, Arthur Heavens, Cheltenham, Solicitor Cheltenham Ord Oct 31

Smith, Sarah Ann, Ryde, I of W Chelmsford Pet Sept 19 Ord Oct 28

Street, Josiah, Batley, Yorks, Painter Dewsbury Pet Nov 2 Ord Nov 2

Sutton, George, Wednesbury, Staffs, Hosier Walsall Pet Oct 17 Ord Nov 1

Thomas, Thomas, Llwydcoed, Aberdare, Collier Aberdare Pet Nov 2 Ord Nov 2

Tinckler, Arthur, New Lenton, Notts, Milk Dealer Nottingham Pet Nov 1 Ord Nov 1

Wagshorse, Edwin Hoad, Cheltenham, Hotel Proprietor Cheltenham Pet Oct 7 Ord Nov 2

Ware, Mary, Yetminster, Dorset, Innkeeper Yeovil Pet Nov 1 Ord Nov 1

White, George, Rickmansworth, Herts, Coal Merchant St Albans Pet Oct 26 Ord Oct 31

London Gazette.—Tuesday, Nov. 8.

RECEIVING ORDERS.

Beanland, John Thomas, Gt Grimsby Gt Grimsby Pet Nov 1 Ord Nov 1

Bishop, Joseph, Gt Grimsby, Smackowner Gt Grimsby Pet Nov 4 Ord Nov 4

Brown, Jane, Bedale, Yorks, Innkeeper Northallerton Pet Nov 4 Ord Nov 4

Clippingdale, Samuel Dodd, Edenbridge, Kent, Corn Factor Tunbridge Wells Pet Oct 17 Ord Nov 3

Crane, Charles, Leicester, Builder Leicester Pet Nov 4 Ord Nov 4

Davidson, James, Pondicherry Farm, Northumberland, Farmer Newcastle on Tyne Pet Nov 3 Ord Nov 3

Dray, William, Dover, Carrier Canterbury Pet Nov 4 Ord Nov 4

Drew, Samuel, Redruth, Cornwall, Butcher Truro Pet Nov 2 Ord Nov 2

Dykes, James, Kettering, Builder Northampton Pet Nov 4 Ord Nov 4

Ely, Herbert, Morley, York Dewsbury Pet Nov 4 Ord Nov 4

Furnish, John, Shipley, Bradford, Coal Merchant Bradford Pet Nov 4 Ord Nov 4

Gordon, Alfred, Pimlico High Court Pet June 24 Ord Nov 4

Hawkins, James Allen, and Percy Douglas Jolliffe, Halifax, Tailors Halifax Pet Nov 4 Ord Nov 4

Hayward, William Henry, Fowey, Cornwall, Chemist Truro Pet Oct 31 Ord Oct 31

HILL, JAMES ARTHUR, Sheffield, Boot Dealer Sheffield Pet Nov 5 Ord Nov 5
HORROCKS, HARRY, Oldham Oldham Pet Nov 3 Ord Nov 3
IND, FREDERICK, Aston Ingham, Herefords, Farmer Gloucester Pet Nov 3 Ord Nov 3
JACKSON, GEORGE ROBERT, Middlesborough, Grocer Stockton on Tees Pet Nov 2 Ord Nov 2
JONES, STEPHEN B, Walthamstow, Builder High Court Pet Sept 30 Ord Nov 5
JOSEPH HERSON & SON, Wilkes st, Spitalfields, Grocers High Court Pet Oct 17 Ord Nov 4
KEABLE, WILLIAM, Withernwick, Engineer Kingston upon Hull Pet Nov 4 Ord Nov 4
KEMP, ROBERT EDDY, Truro, Smith Truro Pet Nov 5 Ord Nov 5
LUCAS, WILLIAM JAMES, Blackburn, Scalemaker Blackburn Pet Nov 3 Ord Nov 3
MEE, THOMAS, Barrow on Soar, Leics, Innkeeper Leicester Pet Nov 3 Ord Nov 3
MILNER, MOSES, Bradford, Tailor Bradford Pet Nov 5 Ord Nov 5
MOSELEY, THOMAS, Fenton, Staffs, Butcher Stoke upon Trent Pet Nov 5 Ord Nov 5
MULHERIN, PATRICK, Bermondsey High Court Pet Nov 5 Ord Nov 5
NICHOLLS, EDWARD, Morecambe, Contractor Kingston upon Hull Pet Nov 5 Ord Nov 5
OAKLEY, JOSEPH, Bilston, Stafford, Draper Wolverhampton Pet Oct 13 Ord Nov 3
ODY, RODERICK LIVINGSTONE, Bristol, Oilman Bristol Pet Nov 4 Ord Nov 4
PECK, JOHN RICHARD, Hunslet, Leeds Leeds Pet Nov 1 Ord Nov 1
PRIESTMAN, JAMES, Bishop Auckland, Confectioner Durham Pet Nov 4 Ord Nov 4
RICHARDS, JOHN, Newport, Mon, Stonemason Newport, Mon Pet Nov 4 Ord Nov 4
ROBERTS, DANIEL, Liscard, Chester, Merchant Liverpool Pet Oct 18 Ord Nov 2
ROBERTS, ROBERT, Clynnog, Carnarvons, Farmer Bangor Pet Nov 3 Ord Nov 3
ROBERTSON, LOUISA ADA, Clapham Wandsworth Pet Oct 12 Ord Nov 3
RUDLER, GEORGE WILLIAM, Stratton St Margaret, Wilts Swindon Pet Nov 3 Ord Nov 3
SLATER, JOHN WILLIAM, Harrogate, Yorks York Pet Nov 3 Ord Nov 3
STANESBY, THOMAS, Derby, Cooper Derby Pet Nov 5 Ord Nov 5
STILES, EDWIN, Farnborough, Baker Guildford Pet Nov 3 Ord Nov 3
THOMAS, HUGH, Beaumaris, Anglesey, Boot Maker Bangor Pet Nov 4 Ord Nov 4
WEST, ANNIE, Chester st, Eaton sq High Court Pet Oct 19 Ord Nov 3
WILSON, JAMES, Scarborough, Butcher Scarborough Pet Nov 3 Ord Nov 3

FIRST MEETINGS.

ADKIN, PHILLIP, Diseworth, Leics, Wheelwright Nov 15 at 3 Off Rec, 1, Berridge st, Leicester
ALDER, FRANK, Oxford, Hay dealer Nov 15 at 3 1, St Aldate's, Oxford
BARNETT, JOHN, Hulme, Manchester, Baker Nov 16 at 3 Off Rec, Byrom st, Manchester
BOSWELL, JOHN, Leeds, Cigar Merchant Nov 16 at 11 Off Rec, 22, Park row, Leeds
CARRICK, RICHARD ORMOND, Sheerness, Kent, Cycle Agent Nov 21 at 12 115, High st, Rochester
CLOKE, ALFRED FREDERICK, Landport, Hants, Cycle Maker Nov 15 at 3 Off Rec's Offices
COOPPER, WILLIAM, Rochester, Baker Nov 21 at 11 30 115, High st, Rochester
COX, ALLEN, Merthyr Tydfil Nov 16 at 12 65, High st, Merthyr Tydfil
COX, MARY ANN ADA, Cheltenham, Jeweller Nov 17 at 3 County Court bldgs, Cheltenham
DEE, HENRY, Walton on Thames, Builder Nov 16 at 11.30 24, Railway app, London Bridge
DIXON, CHARLES, and ALBERT EDWARD DIXON, Marcham, Berks, Plumbers Nov 15 at 12 1, St. Aldate's, Oxford
DREW, SAMUEL, Redruth, Cornwall, Butcher Nov 17 at 2 Off Rec, Boscawen st, Truro
DUTFIELD, WALDRON, Worcester, Bootmaker Nov 16 at 11 Off Rec, 45, Copenhagen st, Worcester
GALLOWAY, ARTHUR DAVID, Newcastle on Tyne, Tailor Nov 16 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
GARTON, JAMES TAYLOR, Kingston upon Hull, Grocer Nov 15 at 11 Off Rec, Trinity house lane, Hull
HARRIS, JAMES TRESCOWTHICK, Hounslow, Lodging house Keeper Nov 16 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
HAYWARD, WILLIAM HENRY, Fowey, Cornwall, Chemist Nov 17 at 12 Off Rec, Boscawen st, Truro
HARRISON, BENJAMIN WILLIAM, and JAMES ALLEN BLYTH, Cromer, Builders Nov 15 at 3 Off Rec, 8, King st, Norwich
HORROCKS, HARRY, Oldham Nov 18 at 12 Off Rec, Bank chmbrs, Queen st, Oldham
IND, FREDERICK, Aston Ingham, Herefords, Farmer Nov 19 at 12 Off Rec, Station rd, Gloucester
KEMPSTER, JOHN GELL, Lower Kennington lane, Solicitor Nov 16 at 2.30 Bankruptcy bldgs, Carey st
LADELL, THOMAS WILLIAM, Barnoldswick, Yorks, Cotton Manufacturer Nov 16 at 11 Off Rec, 31, Manor row, Bradford
LARGE, JOSEPH, Shirebrook, Derby, Quarry Foreman Nov 16 at 12 Off Rec, 4, Castle place, Park st, Nottingham
LANCELLES, FRANCIS, Manchester, Oyster Salesman Nov 16 at 2.30 Off Rec, Byrom st, Manchester
LISTER, WILLIAM, Chirton Grange, nr N. Shields, Fruiterer Nov 16 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
MEE, THOMAS, Barrow on Soar, Leicesters, Innkeeper Nov 17 at 12.30 Off Rec, 1, Berridge st, Leicester
MILES, WILLIAM, Smethwick, Boot Dealer Nov 16 at 11 174, Corporation st, Birmingham
MOLDON, EDMUND, Bishop's Waltham, Farmer Nov 16 at 3.30 Off Rec, 172, High st, Southampton
NICHOLS, CHARLES HILLYARD, Leicester, Grocer Nov 15 at 12.30 Off Rec, 1, Berridge st, Leicester
OFFORD, ALFRED HORACE, Eye, Suffolk Nov 19 at 2 Off Rec, 36, Princes st, Ipswich
OLIVER CHARLES, Little Clacton, Essex, Baker Dec 2 at 12 Cups Hotel, Colchester
RIGG, ARTHUR, East Kirkby, Notts, Milliner Nov 15 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
ROBINSON, JOHN, Chapel Allerton, Leeds, Florist Nov 16 at 12 Off Rec, 22, Park row, Leeds
ROPER, THOMAS, Knightwick, Worcester, Miller Nov 16 at 11.30 Off Rec, 45, Copenhagen st, Worcester
RYDER, THOMAS, Hollinwood, Lancs, Working Gardener Nov 18 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
SHELDON, MAY FRENCH, Kensington Nov 17 at 2.30 Bankruptcy bldgs, Carey st
SLATER, JOHN WILLIAM, Harrogate, Yorks Nov 17 at 12.15 Off Rec, 28, Stonegate, York
SNOWDON, JOHN WALLACE, Leeds Nov 17 at 12 Off Rec, 22, Park row, Leeds
STACPOOLE, MABSY, Bayswater Nov 18 at 12 Bankruptcy bldgs, Carey st
STEER, H E, Park ter, St Margaret's, Builder Nov 16 at 12 Bankruptcy bldgs, Carey st
SUTTON, GEORGE, Wednesbury, Hosier Nov 16 at 11 Off Rec, Walsall
SYKES, HENRY, Leeds, Professor of Music Nov 17 at 11 Off Rec, 22, Park row, Leeds
TEMPLEMAN, THOMAS LOVIBOND, Slough, Bucks, Engineer Nov 19 at 1 Herbert & Sons, 95, Peascod st, Windsor
TINKLER, ARTHUR, New Lenton, Notts, Milk Dealer Nov 16 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
TRISCHLER, FREDERICK, Copthall av, Financial Agent Nov 16 at 2.30 Bankruptcy bldgs, Carey st
WARE, MARY, Yetminster, Dorset, Innkeeper Nov 15 at 12.30 Off Rec, Endless st, Salisbury
WHITE, GEORGE, Rickmansworth, Coal Merchant Nov 15 at 3 9, Temple chmbrs, Temple av
WINSLADE, WILLIAM HENRY, Blackwood, Mon, General Dealer Nov 15 at 3 65, High st, Merthyr Tydfil
WRIGHT, GEORGE HENRY, Hucknall Torkard, Notts, Farmer Nov 15 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

ADJUDICATIONS.

BAILEY, WILLIAM WHITEHURST, Burton on Trent, Butcher Burton on Trent Pet Nov 1 Ord Nov 1
BEANLAND, JOHN THOMAS, Gt Grimsby Gt Grimsby Pet Nov 1 Ord Nov 1
BISHOP, JOSEPH, Gt Grimsby, Smackowner Gt Grimsby Pet Nov 4 Ord Nov 4
PRIESTMAN, JAMES, Bishop Auckland, Durham, Confectioner Durham Pet Nov 4 Ord Nov 4
DAVIS, GEORGE, Mile End rd, Egg Merchant High Court Pet Oct 1 Ord Nov 3
DRAY, WILLIAM, Dover, Carrier Canterbury Pet Nov 4 Ord Nov 4
ELY, HERBERT, Morley, York Dewsbury Pet Nov 4 Ord Nov 4
FURNISH, JOHN, Shipley, Coal Merchant Bradford Pet Nov 4 Ord Nov 4
IND, FREDERICK, Aston Ingham, Hereford, Farmer Gloucester Pet Nov 3 Ord Nov 3
KEABLE, WILLIAM, Withernwick, York, Engineer Kingston upon Hull Pet Nov 4 Ord Nov 4
LUCAS, WILLIAM JAMES, Erwood, Blackburn, Scalemaker Blackburn Pet Nov 3 Ord Nov 3
LUMSDEN, A, Marylebone High Court Pet Sept 16 Ord Nov 2
MALLETT, THOMAS HENRY, Adamsdown, Cardiff Cardiff Pet Oct 31 Ord Nov 1
MILNER, MOSES, Bradford, Tailor Bradford Pet Nov 5 Ord Nov 5
MULHERIN, PATRICK, Bermondsey High Court Pet Nov 5 Ord Nov 5
NICHOLLS, EDWARD, Morecambe, Lancs, Contractor Kingston upon Hull Pet Nov 5 Ord Nov 5
PAGE, WILLIAM, Southwark Bridge rd High Court Pet Sept 16 Ord Nov 2
RENOUF, EMILE, Kentish Town rd, Traveller High Court Pet Sept 20 Ord Nov 3
ROBERTS, ROBERT, Clynnog, Carnarvonshire, Farmer Bangor Pet Nov 3 Ord Nov 3
STACPOOLE, MABSY, Bayswater High Court Pet Sept 24 Ord Nov 3
SHELDON, MAY FRENCH, Kensington High Court Pet Sept 21 Ord Nov 5
STANESBY, THOMAS, Derby, Cooper Derby Pet Nov 5 Ord Nov 5

ADJUDICATION ANNULLED.

KING, HENRY, Thorpe St Andrew, Norfolk, Farmer Norwich Adjud Aug 21, 1897 Annul Nov 5

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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